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Boulder Board of Education and Boulder Valley Education Association (1983)

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Boulder Board of Education and Boulder Valley Education Association (1983)

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Comments

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AGREEMENT
Between
THE BOARD OF EDUCATION
and the
TEACHERS REPRESENTED BY
THE BOULDER VALLEY EDUCATION ASSOCIATION
of the
BOULDER VALLEY SCHOOL DISTRICT RE 2J

1983



EFFECTIVE DATES:

January 1, 1983 — December 31, 1983



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ARTICLES OF AGREEMENT BETWEEN THE
BOARD OF EDUCATION AND THE TEACHERS
Represented by the
BOULDER VALLEY EDUCATION ASSOCIATION
of the
BOULDER VALLEY SCHOOL DISTRICT RE-2J

SECTION A: GENERAL PROVISIONS

- A-1 **ADHERENCE TO AGREEMENT:** Both parties agree that during the term of this Agreement, adherence to the provisions contained herein will be an obligation and duty of each. There will be no strikes or other individual or concerted action designed to deprive the youth in the schools of the services of Unit B employees. Any employee who engages in such actions during the term of this Agreement shall be subject to severe disciplinary action. Such disciplinary action shall be subject to the Grievance Procedure contained in this Agreement, except where applicable the Colorado Tenure Act will apply. The Board of Education further agrees that it will not, during the term of this Agreement, officially adopt or implement any condition of employment contrary to the provisions of this Agreement.
- A-2 **SCHOOL BOARD RESPONSIBILITIES:** Except as expressly provided in this Agreement, the determination and administration of school policy, the determination of school curriculum, the operation and management of the schools, and the direction of employee are vested exclusively in the Board of Education.
- A-3 **EFFECT OF AGREEMENT:** The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of January 1, 1983, between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.
- A-3.1 Should any part of this Agreement be declared illegal by a court of competent jurisdiction it shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining portion shall remain in full force and effect for the duration of the Agreement to the extent it is not affected by the deleted portion.
- A-4 **SAVINGS CLAUSE:** In the adoption of this Agreement, the parties agree that nothing contained herein is intended to be construed to delegate or limit the powers, duties, discretions, and responsibilities of the Board of Education as prescribed by the Constitution and Laws of the State of Colorado. If any provision of this Agreement, or any application of the Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law.
- Nothing contained herein shall be construed to deny or restrict any rights an employee may have under the laws and Constitution of the State of Colorado and the United States.

A-5 DEFINITIONS

"Teacher" shall mean for the purpose of this Agreement an employee who is a member of Unit B. Unit B shall consist of certificated teachers, librarians, counselors, reading specialists, psychologists, speech and language specialists, and social workers who are employed in such capacity on at least a half-time contract.

A-5.1 "Part-time Teacher" shall mean a teacher (as defined above) who normally performs services as an employee of this District in an amount of time less than 4 hours during each regular school day, and under the provisions of the Teacher Employment Dismissal and Tenure Act of 1967 is not eligible to acquire tenure.

A-5.2 "The Agreement" shall mean this document which is binding upon and inuring to the benefit of Unit B employees and the Boulder Valley School District for the period of January 1, 1983 through December 31, 1983, subject to contract opening under Section J-1 Future Conference and Terms.

A-5.3 SENIORITY: In the event two or more staff members have the same starting employment date, the date their first contract was signed shall govern. A seniority list shall be completed by December 31 of the school year. A copy of such list shall be provided each building in the District and the Association. Annual updating of such list shall be the responsibility of the Personnel Office.

A-5.4 For purposes of this Agreement, those teachers assigned to the middle schools are considered Secondary School Teachers.

A-6 RECOGNITION: Members of Unit B have the right to elect an organization to represent them in negotiations with the Board of Education on matters pertaining to salaries, hours, terms and conditions of employment, processing of alleged grievances, and on matters which both parties agree are proper subjects for negotiations.

A-6.1 The Board of Education hereby reaffirms recognition of the Boulder Valley Education Association as the exclusive representative of the members of Unit B for the effective dates of this Agreement and for such additional periods of time as its recognition may be extended under the policies and procedures of the Board of Education. All rights and privileges granted the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

A-7 ELECTION PROCEDURES: The election procedures of the Board of Education for the purpose of determining the appropriate representative of Unit B and other units is listed for informational purposes as Exhibit A.

SECTION B: NEGOTIATIONS PROCEDURE

- B-1 SCOPE: The Board of Education representatives will meet with Unit B representatives to negotiate and reach agreements on matters pertaining to salaries, hours, terms and conditions of employment, procedures for the processing of alleged grievances, and on other matters which both parties agree are proper subjects for negotiations.
- B-2 REPRESENTATION AND LOGISTICS OF NEGOTIATIONS: At the time of request for negotiations the initiating party shall identify not more than five (5) persons who shall negotiate pursuant to the provisions of the Agreement. When responding to such request the recipient shall also identify not more than five (5) representatives. Either party may, if it so desires, use the services of outside consultants and may call upon proper representatives to participate in negotiations. When such meetings are held during school time, a maximum of three (3) Association negotiators shall receive pay from the District for such time lost. Other Association negotiators' time will be charged against BVEA days.
- B-2.1 Both parties shall negotiate in good faith and in timely fashion.
- B-3 INITIATION: A written request for negotiations shall be submitted by the party(ies) desiring negotiations no later than the 1st day of August.
- B-3.1 Within ten (10) working days following the receipt of request for negotiations, the recipients shall make written acknowledgment of the request.
- *B-4 PROCEDURES: Packages containing proposals for changes shall be exchanged no later than September 1st. On contract reopening for 1983, negotiations will be limited to the salary schedules, insurance contributions, evaluation and five items selected by each party.
- *B-5 OPEN NEGOTIATIONS: Formal negotiation meetings between the parties shall be conducted in open, public sessions. The first session shall be held no later than September 15th. During any session, either party may caucus in a closed meeting separately but not together. Public notice of all sessions shall be given at least 48 hours in advance, except in emergency situations. In emergency situations, as mutually agreed upon, the earliest possible notice will be given to the public. Mediation and fact finding shall be conducted in closed sessions.
- B-5.1 During negotiations the proposal for change of either party may be modified or added to. Those sections of the Agreement which had no proposal for change by either party may also be deleted or modified.
- B-5.2 During negotiations unilateral communications from the Board or administrators to Unit B members or from Unit B members to the Board or administration shall be limited to matters concerning normal conduct of District affairs. This does not preclude bilateral communication between Board members, District administrators and Association leadership on matters under negotiation.

B-5.3 The above stated procedures do not prohibit additional negotiations when the two parties mutually agree.

B-5.4 Tentative agreements reached during negotiations, including mediation or fact-finding, shall be reduced to writing, dated and initialed by both parties. Agreement on any matter in negotiations is reached only when the parties have tentative agreement on all matters in negotiations, subject to ratification by both parties.

B-5.5 Association requests for records, lists, or other data should be addressed to the Executive Director of Personnel and Employee Relations with a copy to the Superintendent. Association requests will be limited to the President of BVEA, the UNIServ Director, and the Chairman of the BVEA Negotiating Committee. The Executive Director of Personnel and Employee Relations shall respond to the request within five (5) school days in writing, either supplying the requested information or indicating how the information may be obtained and suggesting a time and procedure.

*B-6.1 **PROCEDURE FOR IMPASSE:** In the event that tentative agreement cannot be reached on all items under negotiation by the negotiation teams, or negotiations have not been concluded by October 15th, unless extended by mutual consent, an impasse shall exist, and the following procedure shall be followed:

B-6.1.1 Mediation: The issues in dispute shall be submitted to a mediator for the purpose of inducing the Board and the Association to make a voluntary agreement.

*B-6.1.2 Unless both sides agree otherwise, the Board and the Association shall, within (5) five days of the declaration of impasse, submit a written request for a mediator to the American Arbitration Association.

*B-6.1.3 The request to the American Arbitration Association shall ask that a list of five qualified mediators to be submitted to the Board and the Association.

*B-6.1.4 The mediator shall be selected by the Board and the Association five (5) business days after receipt of the names of the mediators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to mediate the dispute. The party striking first shall be determined by lot. If the mediator declines to accept, the last two names stricken from the list shall be sent to the American Arbitration Association with the request to select the mediator from between the two.

B-6.1.5 The form, dates and times of meetings shall be arranged by the mediator.

B-6.1.6 The mediator shall meet with representatives of the Board and the Association either separately or together.

B-6.1.7 If mediation fails in whole or in part, the mediator shall report the issues that remain in dispute to the Board and the Association.

B-6.1.8 The cost for services of the mediator or the A.A.A., including per diem expenses, if any, and necessary and actual travel expenses, shall be shared equally by the Board and the Association.

*B-6.2 **Fact-Finding:** If the mediation procedure described above has failed to bring about agreement on all issues, either party acting through representative may request that the issues which remain in dispute be submitted to an advisory fact-finder. Unless the parties agree otherwise, the method of selection of the fact-finder shall be the same as that for the selection of a mediator as described in Section B-6.1.1 through B-6.1.4.

B-6.2.1 The fact-finder will have authority to hold meetings and confer with any parties deemed advisable in seeking to uncover pertinent facts, but he/she will not have authority to incur any costs other than his/her own fee without prior agreement of the Board and the Association.

*B-6.2.2 The fact-finder shall provide a written report to the two parties within thirty (30) calendar days after the hearings have commenced but in no event later than December 20th.

*B-6.2.3 Representatives of the Association and the Board shall meet within five (5) days after receiving the recommendations of the fact-finder to review and clarify the recommendations. The parties may agree to amend the recommendations at this meeting.

*B-6.2.4 The recommendations of the fact-finder and any tentative agreements reached prior to fact-finding shall be submitted to the Association and the Board for action, unless the parties have previously agreed to amend the recommendations in the meeting described in B-6.2.3 above. In such cases the amended report will be submitted along with the tentative agreements for the ratification vote.

B-6.2.5 All costs incurred in the above process are to be shared equally by the Board and the Association.

*B-6.2.6 Nothing herein shall preclude the parties from agreeing to combine the mediation and fact-finding processes under one neutral.

B-7 **ADOPTION AND RATIFICATION OF AGREEMENT:** Tentative agreements reached as a result of the negotiations (including mediation and fact-finding) shall be reduced to writing and presented to the Association membership for ratification. The association shall have fifteen (15) working days, exclusive of June 5th through September 5th, from the date that the tentative agreement has been presented in which to file a written statement accepting or rejecting the Agreement. Absence of such written statement within this allowed time shall constitute ratification. Following such ratification, this Agreement shall be presented to the Board for its ratification.

B-7.1 The Board of Education shall, after public hearing, as required by law, submit to the appropriate tax levying body a request for such funds as shall be sufficient to fund the proposed operating budget. Final approval of this

Agreement is contingent upon the adoption of a budget by the Boulder Valley Public Schools in compliance with the School District Budget Law and the appropriations therein of sufficient funds to meet the financial obligations contained in this Agreement. However, approval of this Agreement by the Board indicates that they intend to appropriate adequate funds to implement all provisions of the Agreement. It is expressly understood, however, that submission of the budget to referendum is the sole prerogative of the Board. Following the adoption of such budget and after the negotiated agreements are adopted by the Board, said agreements shall be entered as an addendum to the policies of the District.

- B-8 INTERIM NEGOTIATIONS: It is recognized by the Board of Education and the Association that all situations and developments could not be anticipated at the time this Agreement was negotiated. Change(s) in the Agreement during its effective dates may be negotiated when the parties mutually agree that proposed change(s) are necessary. If as a result of such negotiations, agreement is reached on proposed change(s), such change(s) will be presented to the Association's Board of Directors and the Board of Education for ratification. If both parties ratify the proposed change(s), such change(s) will be signed by the Board and Association presidents and will become amendment(s) to the existing Agreement. If the issue(s) under consideration in interim negotiations cannot be resolved, the issue(s) may become topics for the next negotiations.

SECTION C: DUTIES OF THE TEACHER

- C-1 **PROFESSIONAL DUTIES:** State Statutes, found in Colorado Education Law, define certain requirements and responsibilities for both teachers and Boards of Education.
- C-1.1 The teacher's individual contract concerns matters needing understanding between the Board and an individual before entering into the mutual commitment of employment.
- C-1.2 The District Handbook of Bylaws, Policies and Procedures define most operational matters for teachers and other employees. Duties of the teacher include pupil registration, attendance-keeping and recordkeeping, pupil discipline, reporting to parents, supervision of pupils, and the request for, care of and accounting for instructional materials and equipment.
- C-1.3 If there is an inconsistency between an individual contract and this Agreement on a matter concerning hours, terms of conditions of employment, this Agreement shall govern.
- C-1.4 This Agreement defines terms and conditions of employment that apply to all members of Unit B.
- C-1.5 No conflict between the individual contract, administrative procedures, Board policies and the Agreement is intended. In cases where conflict may arise, such will be rectified.
- C-2 **BOARD POLICIES:** The policies of the Board of Education are recognized as being of vital concern to employees affected by them. Consequently, for actions concerning policies not covered in this Agreement which affect employees in Unit B, the administration shall inform the Association at a reasonable time prior to the initiation of such change, in order to provide for consultation with organization members.
- C-3 **CONTRACT YEAR:** The contract year for members of Unit B covered by the teacher salary schedule, shall consist of 183 scheduled days, of which 180 days are scheduled teaching days and three days are District orientation, in-service training or preparation.
- C-4 **SCHOOL CALENDAR:** A tentative school calendar shall be developed by administrators and Association members for the academic year and shall be presented to the Board no later than January 10. At the meeting in February, the Board shall formally adopt this calendar or set a specific date for adoption of this or any revised calendar. The Board shall provide the BVEA with a copy of any revised calendar at least one month prior to adoption and the Association will have the opportunity at the next meeting to offer opinions, preferences and objectives.
- C-5 **TEACHING HOURS AND TEACHING LOAD:** Teachers shall be on duty in their respective buildings 37 1/2 hours per week as arranged by the principal in cooperation with the faculty. The 37 1/2 hours per week shall be inclusive of (a) duty free planning time, (b) necessary travel time attributed directly to teaching schedule and (c) at least a 30 minute guaranteed daily, duty-free, lunch period.

- C-5.1 A minimum of 4 1/2 hours on the secondary level and 3 1/2 hours on the elementary level of duty-free planning time will be provided per week. Every reasonable effort will be made to provide planning periods of meaningful length of 25 minutes or more but in no case less than 15 minutes.
- C-5.2 For those school activities which occur outside the regular school day, and which require the presence of (a) teacher(s), an equitable master schedule shall be established by the principal in cooperation with the faculty and posted as early in the school year as possible.
- C-5.3 Extra duty and other special assignments for which the teacher receives extra remuneration shall be in addition to the 37 1/2 hour week.
- C-5.4 Teachers may leave the building during their lunch period but must advise the office of their intention to be absent.
- C-5.5 In senior high schools, a teacher will be assigned no more than the equivalent of five instructional periods. In the junior high schools a teacher will be assigned no more than six periods of instruction per day inclusive of study halls. In all secondary schools, additional duty time needed during the school day to carry out Board approved programs and to maintain safety, order and welfare of the students, or for special programs developed by the faculty, will be equitably shared by the faculty members of the respective building as these needs arise.
- C-6 ELEMENTARY CLASS SIZE: K-6 Grade Class Size. It is the goal of the School District to limit the size of kindergarten and first grade classes to a maximum of 26, of grades 2 and 3 to 29, and of grades 4, 5, and 6 to 31 pupils. When it is necessary to combine the aforementioned grades, the class size goal will be reduced by two with the lowest grade level used as the guideline. In the event these goals cannot be met by adjusting classes within the building, the principal shall meet with the affected teacher, and every effort shall be made to grant assistance to such teacher through reallocations of building resources (e.g. aide time, additional materials, clerical assistance, and/or release duty time). Should such resources for assistance not be available at the building level, the Assistant Superintendent for Elementary Education shall meet with the affected teacher and the building principal to determine what assistance, if any, will be provided.
- C-6.1 If children from educable mentally handicapped, perceptually or communicative disordered, emotional or behavior disordered, or physically handicapped classes are integrated into regular classes, the special teacher shall confer with the regular classroom teacher prior to such integration to determine the impact on the regular class and to determine what additional assistance, if any, is required in terms of the child's successful integration. Additional assistance will usually take the form of (1) special teacher monitoring the progress of the integrated child with respect to matters of programming, or (2) special teacher working individually with the regular classroom teacher to provide support for programming and implementation. If the special teacher and the regular classroom teacher do not agree on (1) or (2) above, the principal will meet with the teachers to resolve the matter.

- C-6.2 At no time will children from regular classrooms be accepted in special education services for any purpose without completing the proper staffing procedure prior to such change.
- C-6.3 When monolingual children (non-English speaking) are placed in regular classrooms, the teacher may request, through the principal, assistance from available District resources.
- C-6.4 When it is necessary to combine special classes, careful consideration will be given to any special situation which would necessitate a smaller class size.
- C-6.5 Upon request, the appropriate Assistant Superintendent and the Executive Director of Special Education will meet with the teachers involved and the principal to assist in resolving any difficulties or problems that arise.
- C-7 **SECONDARY STUDENT LOAD:** In all secondary teaching assignments, except physical education and music, every reasonable effort shall be made so that the total load shall not exceed a maximum of 775 students per week exclusive of study hall. This does not preclude a teacher from requesting an additional load beyond the maximum stated above.
 - C-7.1 There shall be a minimum of three teaching days between the end of a school quarter and the deadline for submitting grade reports at the building level.
 - C-7.2 Integration of handicapped children in the secondary classes shall be accomplished as per the provisions contained in C-6.2, 3, 4, and 5.
- C-8 **TEACHER AIDES:** The Board reaffirms the important role aides play in assisting the faculty in the educational program of the District. It further agrees to provide aides in both the elementary and secondary schools as determined by sound educational and staffing requirements. Priority for teacher aide time will be given: (1) to relieve class overloads, (2) to staffing of resource centers, and (3) to meet unique and/or unusual needs of a particular school as those needs arise. Assignment of teacher aides at the building level shall be made by the principal in cooperation with the faculty.
- C-9 **DEPARTMENT OR DIVISION HEAD:** Each secondary building principal, in consultation with the faculty, shall by May 1 of the school year develop building guidelines that provide for the number of departments or divisions in the building, and a method of selecting candidates from which the principals may appoint chairpersons for the departments or divisions. Released time or extra pay provisions of this agreement pertain only to content area or special education department chairpersons. In addition, the principal may appoint chairpersons in content areas and in support areas, such as library and guidance. A copy of the current plan for each building shall be provided the Assistant Superintendent for Secondary Education for approval.
 - C-9.1 Compensation for services as department or division chairperson may be either by release time or payment in excess of the salary schedule according to the provisions of C-9.2, C-9.3, C-9.4, or E-20.

- C-9.2 The total number of appointed or designated department chairpersons in content areas or special education shall not exceed eleven (11) persons in any building.
- C-9.3 Chairpersons may be provided released time from within the teacher allocation for each school, up to five periods per week or equivalent, for those departments with six (full time equivalent or major fraction thereof) or more members, including the department chairpersons. Released time will be determined in accordance with developed building guidelines. Chairpersons who do not receive released time as provided in C-9.2 may be compensated as outlined in E-20.
- C-9.4 Variations from the provisions specified in C-9.2 and C-9.3 may be requested by a building principal and implemented with the approval of the Assistant Superintendent for Secondary Education. Allowances in excess of the amounts specified in E-20 may be approved by the Assistant Superintendent for Secondary Education for unique circumstances.
- C-10 **STAFF MEETINGS:** Regular building staff meetings shall be scheduled as needed on Thursdays. Announcements, including major topics, shall be made at least 24 hours in advance of the meeting. Special meetings may be called by the principal to deal with emergencies but such meetings shall be kept to a minimum and shall deal with only those emergency items for which the meeting was called. Every effort shall be made to keep all meetings as short as possible. Teachers shall attend all staff meetings unless excused by the principal.
- C-11 **ADDITIONAL REQUIREMENTS: Pre-School Sessions:** Each teacher is to attend the pre-school session for all teachers. Each teacher is to attend the appropriate grade or departmental meetings and building faculty meetings.
- C-11.1 **First Aid:** First aid policies shall be as stipulated by the Board of Education policy adopted August 23, 1976.
- C-11.2 **Life Certificates:** Effective January 1, 1977, holders of Colorado Life Certificates are required to complete six hours of Board-approved work every five years.
- If the holder of a life certificate does not comply with this requirement, this teacher will receive the same salary that he/she earned the previous school year. This salary freeze will remain in effect for the entire school year. If the six semester hours or Board-approved equivalent are completed by the beginning of the following year, the teacher will receive the appropriate salary increase. Increases lost through non-compliance with the negotiated agreement cannot be recouped.
- C-12 **TEACHER ASSIGNMENTS:** Teachers shall be notified in writing of any change in their tentative assignments for the ensuing school year, including the schools to which they will be assigned, and the grade and/or subject they will teach, and any special or unusual course that they will have as soon as practicable, and under normal circumstances no later than June 1. If circumstances prohibit identifying the assignment, the teacher shall be notified in writing explaining the reasons by June 1.

- C-12.1 In arranging schedules for teachers who are assigned to more than one school, the amount of inter-school travel will be held to a minimum. Such teachers shall be notified of any changes in their schedules as soon as practicable. Itinerant teachers who may be required to use their own automobiles in the performance of their duties and who are assigned to more than one school per day shall be reimbursed for inter-school travel at the current mileage allowance (See Section E). For teachers assigned to more than one building, time needed for such things as travel, lunch, planning, start up and clean up, and other job requirements shall be allowed for in arranging schedules. Such traveling teachers will attend staff meetings in the building utilizing the greater percentage of the teacher's time. If such meetings require travel from another building, reimbursement for such travel will be paid at the current mileage allowance.
- C-12.2 In the case of teachers employed prior to July 31, the original building assignment shall be made by the Executive Director of Personnel and Employee Relations as soon after initial appointment as practicable.
- C-13 **CLASSROOM VACANCIES:** When vacancies in the classroom occur, and where it is not practical to secure a substitute, the principal may assign a regular teacher to cover the vacancy. If such an assignment is made by the principal, the teacher will be entitled to compensation at the rate agreed upon. (See Section E).
- C-13.1 The above does not preclude voluntary arrangements between teachers as approved by the building principal. There shall be no extra pay for these voluntary arrangements.
- C-13.2 Absences at the Request of the Administration. Teacher absences which are created by the school administration will be covered by substitutes. When it is not possible to provide a substitute, the absence will be covered as indicated in "classroom vacancies" above.
- C-14 **STUDENT DISCIPLINE:** When administering pupil discipline, teachers are required to exercise appropriate judgment and control. The teacher may restrain the pupil until other action may be taken or the teacher may refer a pupil to the school office. The pupil will not be returned to class during the same class period at the secondary level and within approximately thirty (30) minutes of the referral at the elementary level. A conference with the appropriate supervisor and the teacher will be held unless mutually waived. The teacher will be notified of any disciplinary action, or lack thereof, taken with regard to the pupil referred and the reason(s) for such.
- C-14.1 In the event the teacher has concern over the decision of the principal or designee, he/she may request a meeting with a representative of the Association and the principal or designee. If the issue remains unresolved, the teacher may request a meeting with a representative of the Association and the appropriate Assistant Superintendent or designee.
- C-15 **USE OF PHYSICAL FORCE:** A teacher may use reasonable and appropriate physical force upon a minor when and to the extent it is necessary and appropriate to maintain discipline or promote the welfare of the minor.

- *C-15.1 When it is necessary for the teacher to be absent from normal teaching duties to participate in parent conferences or meetings with other appropriate agencies, or to consult with an attorney regarding defense of assault charges when it cannot be done outside the teaching day, as a result of or arising out of the application of physical force as set forth in C-15, and provided that such absence is necessitated as a result of performing his/her duties, and not caused by his/her own negligence, the teacher shall not suffer a loss of pay for the period of such absence, on account of such absence.
- C-15.2 The Board may reimburse a teacher for the cost in excess of insurance benefits received for medical, surgical, or hospital services incurred as a direct result of injury sustained in the course of his employment, if recommended by the Superintendent, but may not reimburse for consequential damages or for aggravation of pre-existing injuries and shall not exceed the amount of his/her current salary.
- C-15.3 Teachers shall make every attempt to report as soon as possible, but no later than the following morning, cases concerning C-15 to their principal, or in his/her absence, some other District administrator.
- C-16 LEGAL COUNSEL: The Board shall provide legal counsel of its selection, if recommended by the Superintendent, to teachers in actions arising out of disciplinary action involving a pupil of the School District while in the proper discharge of duties within the scope of his/her employment.
- C-16.1 Teachers shall make every attempt to report as soon as possible, but no later than the following morning, cases of assault suffered by them in connection with their employment to their principal or in his/her absence some other District administrator.
- C-17 TRANSPORTATION OF STUDENTS: Teachers shall not be required to transport pupils to activities which take place away from the school building.

SECTION D: EMPLOYMENT

- D-1 **NON-DISCRIMINATION:** The School Board and the Association reaffirm that there shall be no discrimination against any employee because of race, age, marital status, creed, color, sex, national origin, or participation in any professional educational organization.
- D-2 **MEDICAL EXAMINATION:** All instructional personnel must have a medical examination, including a tuberculin test, at their own expense, prior to entering the employ of the District, and must fulfill any other health requirements imposed by the state. A tuberculin test is also required every three years thereafter.
- D-2.1 A special health examination may be required whenever a physical or mental condition interferes, or appears likely to interfere, with the health and safety of other employees or pupils or the educational progress of pupils. The costs of these special health exams shall be paid by the District.

PROBATION

- D-3 Each year of the first three years of employment is considered a probationary year in the Boulder Valley Schools. During such three years, the teacher shall be given constructive leadership and guidance by the administrative and supervisory staff.
- D-3.1 No later than March 1, the principal shall advise the probationary teacher of his/her intent to recommend to the Board of Education renewal or nonrenewal of the teacher's contract.
- D-3.2 A probationary teacher employed by the School District on a full-time basis shall be deemed to be re-employed for the succeeding academic year at the salary which he would be entitled to receive under the teachers' salary schedule unless the Board shall cause written notice to the contrary to be given to said teacher on or before the fifteenth day of April of the academic year during which said teacher is employed.

TENURE

- D-4 The Board of Education policy concerning employment, dismissal, termination, and non-renewals of teachers shall be the Colorado Teacher Employment, Dismissal, and Tenure Act of 1967 and subsequent revisions thereof.

EVALUATION

- D-5 **PROBATIONARY TEACHERS:** The probationary teacher shall be evaluated twice each year. The first such evaluation shall be conducted during the first nine-week grading period of the school year and the second evaluation shall be conducted not later than two weeks after the end of the second nine-week grading period.
- D-5.1 Teachers employed after the beginning of the school year but prior to the end of the first semester shall have the initial evaluation after the full nine-week grading period following date of employment.
- D-5.2 The principal shall discuss progress with each probationary teacher after the first full grading period following the date of employment, and the

subsequent grading period, reduce the discussion to writing, and furnish a copy to the teacher.

- D-5.3 Assistance may also be provided to teachers in need of it by a committee of two or more teachers appointed by the principal, if either the principal or teacher requests it.
 - D-5.4 Teacher evaluations shall be made by the principal or immediate supervisor. The teacher shall be informed in advance of the evaluation and how such evaluation shall be conducted.
 - D-5.5 The evaluation shall include not less than two (2) separate first-hand observations in the classroom by the evaluator. These observations will be conducted openly and with the knowledge of the teacher being evaluated.
 - D-5.6 The classroom portion of the evaluation report shall include specific comments that pertain only to the observations made in the classroom, and positive suggestions for improvement where needed.
 - D-5.7 If the evaluator considers the alleged deficiencies to be such as to justify dismissal or non-renewal if not corrected or improved, the report shall so state. Constructive assistance and administrative aid shall be promptly available to the teacher involved. In such cases the teacher may request another evaluation and one shall be scheduled no later than March 1.
 - D-5.8 Initial discussion of the teacher evaluation reports shall be in private between the teacher and the evaluator. During this discussion the teacher may ask for specifics and amplification concerning any evaluations made, and for suggestions on how to improve. The teacher shall have the right to have an association representative or fellow teacher in attendance during a subsequent discussion if one is scheduled. The evaluator shall be responsible for preparing a record of the evaluation discussions for the teacher's District Personnel File. The teacher shall sign this record as evidence that the contents have been reviewed and discussed. If the teacher disagrees with the evaluator's statements, he or she shall so note and within five (5) working days of the last discussion, prepare and return to the evaluator a signed supplemental statement to be attached to the record and filed with the record.
 - D-5.9 No evaluation shall reflect negatively on a teacher because of a shortage of books or materials or because of loss of, or damage to, materials or equipment by students which develop outside the teacher's control.
 - D-5.10 Any evaluation of extra-duty assignments shall be separate and apart from the evaluation of classroom teaching assignments.
- D-6 **TENURE TEACHER:** Tenure teacher evaluation shall follow the guidelines for probationary teacher evaluation as described in paragraphs D-5.4 through D-5.10 of this Agreement.
- D-6.1 Under normal circumstances tenure teachers shall be evaluated every three (3) years.

PUBLIC COMPLAINTS

D-7 In the event there are complaints against a teacher's performance and/or teaching materials, the teacher will be informed of such complaints, or charges, and will have the opportunity to respond before any action is taken.

D-7.1 When possible, conferences with teachers will be prearranged. During the conference, if the teacher feels he/she needs representation, the teacher may request that the conference be adjourned until representation can be secured.

*D-8 No teacher shall be disciplined, reprimanded, reduced in compensation, suspended, or adversely evaluated without just cause. In cases of transfer or termination the Colorado Tenure Act will apply.

D-9 TRANSFER: A "transfer" shall mean the movement of an employee from one building to another.

D-10 INITIATION AND APPROVAL OF TRANSFERS: A transfer may be requested by a teacher, a teacher's supervisor or by the Superintendent or his/her designee.

D-10.1 The voluntary transfer of teachers during their probationary period will be discouraged.

D-10.2 Final determination of assignments shall be made by the Superintendent of Schools through his designated representative.

D-11 NOTIFICATION OF VACANCIES: A list of all vacancies by position and school shall be compiled by the Executive Director of Personnel and Employee Relations and posted at least bi-monthly in all schools from March 1st to June 1st. From June 1st until July 15th, a list of current vacancies shall be posted weekly in the Personnel Office. Under normal circumstances, employee initiated transfers will not be permitted after August 1st of each year.

D-11.1 When practicable, the posting(s) will reflect specific requirements, qualifications, duties and responsibilities.

D-11.2 POSITIONS FILLED BY TEMPORARY TEACHERS: Positions filled by temporary teachers before or during a given school year for reasons other than an employee's leave of absence shall be posted as vacancies before a subsequent school year commences and District employees permitted to request a transfer to the position. Such transfer requests shall be considered under the provisions of D-11.1 before the position is filled on a regular basis.

D-12 FILLING VACANCIES: In determining the teacher to be transferred to a vacant position, the primary consideration is the good of the District and the students as determined by the principal of the school where the vacancy exists, and the principal at the school from which the teacher seeks a transfer, following consultation, where appropriate, with the department or grade level teachers who will work with that teacher. When considering applicants, primary consideration shall be given to professional qualifications and the maintenance of a reasonable composition among the employees with respect to age, sex, marital status, and ethnic origin. Professional qualifications shall be defined as major and minor fields of preparation, advanced degrees and credentials held, recency of training and

special skills desired in the position. When there is more than one applicant for the position in question and all of the above criteria are essentially equal, priority shall be given to the applicant with the most active permanent certificated service in the District.

- D-13 **VOLUNTARY TRANSFERS:** Members of Unit B may make application to the Executive Director of Personnel and Employee Relations for transfer to another position when a vacancy is posted. The employee shall provide the current principal with a copy of the application. Such request should include the reason(s) for making it. When unique needs or unusual circumstances would seem to require it, a member of Unit B may apply directly to the Executive Director of Personnel and Employee Relations for special transfer considerations, even when specific openings are not available or posted.
- D-13.1 Written requests for transfer shall be filed in the Personnel Office by the date specified on the notification of vacancies posted in the schools and/or the Personnel Office. The Personnel Office will acknowledge receipt of all requests and will inform each applicant in writing of the disposition of the request as soon as it is practicable. If the teacher wishes to know the status of his or her application, the information shall be provided upon request by the teacher. The employee may also request an interview with the principal or Executive Director of Personnel and Employee Relations for an explanation of the reason(s) for not being transferred as requested.
- D-13.2 The Personnel Office will send a list of employees requesting transfers to posted vacancies to those building principals where such vacancies exist.
- D-14 **ADMINISTRATIVE TRANSFERS:** A member of Unit B may be transferred upon the recommendation of the Superintendent of the School District from one school position or grade level to another within the School District if such transfer does not result in the assignment of the employee to a position of employment for which he/she is not qualified by virtue of academic preparation and certification.
- D-14.1 When the recommendation for transfer of an employee is initiated by the administration the employee shall be notified of such action and the reason(s) as soon as practicable. The employee may request that such reason(s) be outlined in writing.
- D-15 **REDUCTION IN BUILDING STAFF:** When it becomes necessary to transfer employees between schools because of an over-taught situation, the immediate administrator of the school shall decide in which grade level or subject area the over-taught conditions exist. After the conditions of the Colorado Tenure Act have been met, seniority in the District will govern the administrator's determination of the teacher(s) to be retained in the building provided, however, the teacher(s) has/have the qualifications necessary to maintain the building's programs.
- When seniority considerations and/or qualifications for the academic or other educationally related programs are questioned, the procedure outlined in D-17.1 shall apply.
- D-15.1 An employee may volunteer to be displaced from an over-taught school and be assigned to a school which has need for the employee's services, provided such voluntary displacement involves the concurrence of the employee, the current principal, and the receiving principal and may be effected even though a regular transfer request has not been submitted.

D-15.2 Each teacher subject to layoff under building staff reductions will be transferred to another program or position for which qualified if there is a vacancy. If no vacancy exists, the provisions of D-16.4 shall govern.

D-16 REDUCTION IN FORCE: When it becomes necessary for the Board of Education to reduce the professional staff in Unit B, the Board of Education shall notify the Association of the intended reductions and the reasons therefore. As soon as practical after such notification, representatives of the Board and the Association shall meet to discuss the proposed reduction in force.

D-16.1 Announcement of the probable number of elementary and secondary personnel to be affected by the contemplated reduction in force will be made no later than March 1 of the school year. Announcement of the classifications and probable numbers to be affected will be made no later than May 15 of the school year. Notification of specific personnel affected by the reduction in force will contain the reason(s) for such reduction and will be made as soon as possible.

D-16.2 If the Board votes to reduce the number of certificated personnel, after consideration of Affirmative Action guidelines, the provisions of the Colorado Teachers Employment, Dismissal, and Tenure Act, and qualifications, reduction in force will occur in the following order:

- (a) normal attrition (retirements and resignations)
- (b) termination of non-tenure personnel with strong consideration given to the inverse order of seniority
- (c) termination of tenure personnel as outlined in D-16.4

D-16.3 If no vacancy exists within the School District for tenured teachers to be laid off from a given building, the following procedure will apply:

- (a) tenured teachers with the least seniority in the classification affected will be the first to be removed,
- (b) a tenured teacher removed under (a) will displace the teacher with the least seniority in a similar job classification within the District.
- (c) a tenured teacher who cannot displace another teacher in a similar job classification because he/she does not have sufficient seniority will displace the teacher with the least seniority within the District whose assignment he/she is qualified to perform, and
- (d) a tenured teacher displaced by another teacher under this procedure shall follow the same procedure in displacing another teacher.

D-16.4 Reduction in force personnel who wish to be considered for reemployment will provide written notification to the Executive Director of Personnel and Employee Relations which will include area(s) of qualification, position desired, address, and telephone number. Such information must be kept current by the individuals so affected. When position vacancies occur for which these individuals have the required qualifications, they will be notified and offered contracts, with strong consideration given to seniority.

D-16.5 Personnel who are offered reemployment under these circumstances will have ten (10) school days from date of notification to accept or reject the offer. If the offer of reemployment is rejected, such personnel will forfeit the rights described in D-16.5.

- D-16.6 Reduction in force personnel will retain accumulated leave status (providing reimbursement for accumulated leave has not been made), position on the salary schedule, tenure status, and shall also have the option to maintain medical and life insurance at their own expense for a period not to exceed two years.
- D-16.7 No new certificated personnel will be hired for a period of two years unless all teachers dismissed due to a reduction in force have been given the opportunity to fill openings for which they have the necessary qualifications.
- D-17 **QUALIFICATIONS:** In the exercise of seniority in a reduction of building staff or a reduction in force, the employee must have the qualifications necessary to perform the assignment involved. Qualifications shall include certification by the Colorado Department of Education and/or endorsement by the North Central Association or equivalent, and specific job qualifications and training where they are established prerequisites of the District. In cases when seniority considerations or an employee's qualifications, personal, or professional, are questioned, representatives of the Association and the employee concerned shall meet with the appropriate Assistant Superintendent and the Executive Director of Personnel and Employee Relations to discuss the question. The employee will be subsequently notified of the decision by the Executive Director of Personnel and Employee Relations.
- D-18 **RESIGNATION AND REEMPLOYMENT:** An employee who resigns from the Boulder Valley Schools and later applies for a new appointment may count previous Boulder Valley experience at the rate of local credit, with the limitation that for each year of absence from Boulder Valley Schools, the person loses one year of local credit. The years of local credit that are subtracted may be added to experience outside of the District to the maximum of outside experience allowed (five years).
- D-19 **SUMMER SCHOOL:** Summer school openings will be publicized and posted by the Personnel Office not later than the preceding April 1, and teachers will be notified of the action taken by June 1 in all cases where assignments can be determined and as soon thereafter as possible in cases where enrollment is in question.
- D-19.1 Positions for summer school will be filled first by regularly employed teachers in the Boulder Valley School District whenever qualified.
- D-19.2 In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Boulder Valley School District, and teacher experience.
- D-19.3 The number of teachers employed will be dependent upon enrollment in the summer school program. Class size will be held to 30. Classes larger than this may be requested by the teacher. If a class is cancelled and the teacher is not notified prior to the first day of class, the teacher will be paid for one day. If the class is cancelled after the first day of class the teacher will be paid for all days in attendance.
- *D-19.4 Each teacher's salary shall be determined on the basis of the hourly rate shown in Section E-5.
- D-19.5 Summer school teachers shall be entitled to one sick leave day for the initial 20 days worked. A second sick leave day will be granted for the

days worked beyond the initial 20 provided, however, the teacher completes the assigned session. Unused sick leave shall be added to contract year sick leave but not to subsequent summer school sick leave.

- D-19.6 Summer school teachers shall be paid in two equal installments, one at mid-term and the final one on or before the Friday of the week following the end of the summer session. One-session teachers working four weeks or less shall be paid in one installment on or before the Friday of the week following that summer school session.
- D-20 **SUBSTITUTE TEACHERS:** A list of qualified substitute teachers shall be available at all times during the school year and shall be provided to the building principal for his/her and faculty use. Teachers may recommend to the Personnel Office, from the approved list, the name of a specific substitute as a replacement during their absence. If that substitute is available, the Personnel Office will honor that request.
- D-21 **STUDENT TEACHERS:** After consultation with the principal, a teacher may refuse the assignment of a student-teacher if, in the teacher's judgment, his classes will suffer from having a student teacher.
- *D-22 **ADMINISTRATIVE POSITIONS:** Building faculty shall be included in the selection of building administrators as prescribed in Board policy.
- D-22.1 Lateral transfer of building administrators is exempt from this provision, however, committee recommendations are advisable.
- D-23 **LEARNING MATERIALS:** Learning materials that require Board approval shall be evaluated by a committee prior to adoption. The number of persons on the committee shall be determined by the Deputy Superintendent. At least two-thirds of the members shall be classroom teachers in the appropriate subject areas. The remaining members may be appointed by the Deputy Superintendent.
- D-23.1 Reference and supplementary materials may also be evaluated by a committee if the Deputy Superintendent determines it is advisable.
- D-23.2 The Board may accept or reject the learning materials selected by the evaluation committees or ask for further recommendations.
- D-24 **CURRICULUM DEVELOPMENT:** The Board of Education and the Association agree to a continuation and an expansion of the present policy of involving teachers in curriculum development.
- D-24.1 Released time and/or payment for such work shall be provided at the Curriculum Development rate.
- D-24.2 New programs and curricular changes will be preceded by appropriate in-service education of teachers. Materials and equipment to support such programs will be provided before the new program is scheduled to begin.
- D-25 **PERFORMANCE CONTRACTING:** The Board of Education agrees that no organization will be employed to provide any student instruction which would result in the dismissal of any teacher now employed.

D-26 SALARY NOTIFICATION AND CHANGES: The Personnel Office will provide all Unit B employees with a checklist of any items needed for their personnel file. This list will be initialed by a personnel clerk as each item is received. An incomplete checklist will constitute a reason for withholding a paycheck.

D-26.1 If any employee has not been notified as provided in D-26.1, the employee shall receive a paycheck as soon as practicable.

D-26.2 Each Unit B employee shall receive a letter or other written notification prior to a salary change explaining how the salary under each new contract or column change is to be computed; such letter or other written notification to be in the hands of the teacher at least one week prior to the effective pay date.

SECTION E: COMPENSATION

E-1 COMPENSATION RATE: All Unit B employees for whom a special schedule is not included herein shall have their salary determined from the teachers' salary schedule. The salary provided in the index appropriate for education and experience shall be for the 183 day contract (C-3.1). Each day of work in excess of the 183 days shall be compensated at 1/183 of the annual salary (provided for the 183 days) per day. Hourly rate shall be compensated at the daily rate divided by 7 except as otherwise established in this Agreement.

*E-1.1 Effective January 1, 1983, the base salary shall be \$14,341.

*E-1.2 Effective September 1, 1983, the base salary shall be \$14,409.

STIPENDS

E-2 MILEAGE: Effective January 1, 1983, employees required to use their own automobile, as discussed in Section C-12.1, shall be reimbursed at the rate of 27¢ per mile.

E-3 CLASSROOM VACANCIES: Assignment to classroom vacancies as discussed in Section C-13 shall be compensated at the rate of \$8.00 per hour or major fraction of an hour.

E-4 CREDIT HOURS: Credit for training as shown on the salary schedules in this Agreement is based on semester hours.

*E-5 SUMMER SCHOOL: Effective January 1, 1983, salary is determined on the basis of an hourly rate of \$11.56 per hour. Effective September 1, 1983 the hourly rate is \$11.61.

E-6 ELEMENTARY CONTENT AREA REPRESENTATIVE COUNCIL: Each member of the Elementary Content Area Representative Council shall be paid \$150 per contract year for regular attendance at council meetings and fulfilling the responsibilities of council representatives.

*E-7 CURRICULUM DEVELOPMENT: Effective January 1, 1983, salary is determined on the basis of an hourly rate of \$10.54 per hour. Effective September 1, 1983 the hourly rate is \$10.59.

E-8 INSERVICE EDUCATION RATE: Effective January 1, 1983, salary is determined on the basis of an hourly rate of \$9.15 per hour.

E-9 SPECIAL EDUCATION STIPENDS: Teachers of self-contained educationally handicapped classes and self-contained educable mentally handicapped classes including resource rooms shall be paid \$300 per contract year in addition to their salary as determined by the regular salary schedule.

E-10 CAREER STIPENDS: Unit B employees' length of service will qualify them for a career stipend as shown on their respective salary schedules, provided they are on the B+48/M column or above.

*E-11 LIBRARIANS: School librarians shall work a contract year of 183 days. In addition, each librarian may be granted up to four additional days to be arranged by the principal in cooperation with the librarian and with the approval of the appropriate Assistant Superintendent.

*Identifies new or revised language.

E-12 COUNSELORS: Counselors who are full-time employees and are assigned to counseling fifty percent or more of their time shall work the counselors' work year and work day and be paid on the counselor salary schedule. Full-time employees whose counseling assignment is less than fifty percent shall have their work year, work day, and salary prorated for actual counseling and teaching time.

TEACHER SALARY SCHEDULE
January 1, 1983

Year	B	B+12	B+24	B+36	B+48 or M	M+12	M+24	M+36	M+48	D
1	1.000 14,341	1.020 14,628	1.040 14,915	1.060 15,201	1.080 15,488	1.100 15,775	1.120 16,062	1.140 16,349	1.160 16,636	1.160 16,636
2	1.060 15,201	1.080 15,488	1.100 15,775	1.120 16,062	1.140 16,349	1.160 16,636	1.180 16,922	1.200 17,209	1.220 17,496	1.220 17,496
3	1.120 16,062	1.140 16,349	1.160 16,636	1.180 16,922	1.200 17,209	1.220 17,496	1.240 17,783	1.260 18,070	1.280 18,356	1.280 18,356
4	1.178 16,894	1.196 17,152	1.226 17,582	1.264 18,127	1.323 18,973	1.351 19,375	1.380 19,791	1.409 20,206	1.439 20,637	1.506 21,598
5	1.274 18,270	1.293 18,543	1.323 18,973	1.361 19,518	1.419 20,350	1.448 20,766	1.476 21,167	1.506 21,598	1.536 22,028	1.602 22,974
6	1.351 19,375	1.371 19,662	1.400 20,077	1.438 20,622	1.496 21,454	1.525 21,870	1.554 22,286	1.583 22,702	1.613 23,132	1.680 24,093
7	1.410 20,221	1.429 20,493	1.459 20,924	1.498 21,483	1.556 22,315	1.586 22,745	1.615 23,161	1.644 23,577	1.674 24,007	1.742 24,982
8	1.450 20,794	1.468 21,053	1.498 21,483	1.537 22,042	1.596 22,888	1.625 23,304	1.654 23,720	1.684 24,150	1.714 24,580	1.781 25,541
9		1.510 21,655	1.537 22,042	1.576 22,601	1.635 23,448	1.664 23,863	1.693 24,279	1.723 24,710	1.753 25,140	1.821 26,115
10			1.576 22,601	1.615 23,161	1.674 24,007	1.703 24,423	1.733 24,853	1.762 25,269	1.792 25,699	1.860 26,674
11			1.620 23,232	1.654 23,720	1.714 24,580	1.742 24,982	1.772 25,412	1.800 25,814	1.830 26,244	1.899 27,234
12				1.700 24,380	1.752 25,125	1.781 25,541	1.811 25,972	1.840 26,387	1.870 26,818	1.938 27,793
13					1.800 25,814	1.821 26,115	1.850 26,531	1.879 26,947	1.909 27,377	1.977 28,352
14					1.840 26,387	1.870 26,818	1.889 27,090	1.918 27,506	1.948 27,936	2.016 28,911
15						1.910 27,391	1.940 27,822	1.958 28,080	1.988 28,510	2.055 29,471

*E-13

TEACHER SALARY SCHEDULE
January 1, 1983

Year	<u>B</u>	<u>B+12</u>	<u>B+24</u>	<u>B+36</u>	<u>B+48 or M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>	<u>D</u>
16							1.980 28,395	2.010 28,825	2.040 29,256	2.110 30,260
17								2.050 29,399	2.080 29,829	2.150 30,833
18					26,987	27,991	28,995		2.120 30,403	2.190 31,407
19										2.230 31,980
20								29,999		
21									31,003	
22					27,587	28,591	29,595			32,580
23								30,599		
24									31,603	
25					28,187	29,191	30,195			33,180
26								31,199		
27									32,203	
										33,780

TEACHER SALARY SCHEDULE
September 1, 1983

Year	B	B+12	B+24	B+36	B+48 or M	M+12	M+24	M+36	M+48	D
1	1.000 14,409	1.020 14,697	1.040 14,985	1.060 15,274	1.080 15,562	1.100 15,850	1.120 16,138	1.140 16,426	1.160 16,714	1.160 16,714
2	1.060 15,274	1.080 15,562	1.100 15,850	1.120 16,138	1.140 16,426	1.160 16,714	1.180 17,003	1.200 17,291	1.220 17,579	1.220 17,579
3	1.120 16,138	1.140 16,426	1.160 16,714	1.180 17,003	1.200 17,291	1.220 17,579	1.240 17,867	1.260 18,155	1.280 18,444	1.280 18,444
4	1.178 16,974	1.196 17,233	1.226 17,665	1.264 18,213	1.323 19,063	1.351 19,467	1.380 19,884	1.409 20,302	1.439 20,735	1.506 21,700
5	1.274 18,357	1.293 18,631	1.323 19,063	1.361 19,611	1.419 20,446	1.448 20,864	1.476 21,268	1.506 21,700	1.536 22,132	1.602 23,083
6	1.351 19,467	1.371 19,755	1.400 20,173	1.438 20,720	1.496 21,556	1.525 21,974	1.554 22,392	1.583 22,809	1.613 23,242	1.680 24,207
7	1.410 20,317	1.429 20,590	1.459 21,023	1.498 21,585	1.556 22,420	1.586 22,853	1.615 23,271	1.644 23,688	1.674 24,121	1.742 25,100
8	1.450 20,893	1.468 21,152	1.498 21,585	1.537 22,147	1.596 22,997	1.625 23,415	1.654 23,832	1.684 24,265	1.714 24,697	1.781 25,662
9		1.510 21,758	1.537 22,147	1.576 22,709	1.635 23,559	1.664 23,977	1.693 24,394	1.723 24,827	1.753 25,259	1.821 26,239
10			1.576 22,709	1.615 23,271	1.674 24,121	1.703 24,539	1.733 24,971	1.762 25,389	1.792 25,821	1.860 26,801
11			1.620 23,343	1.654 23,832	1.714 24,697	1.742 25,100	1.772 25,533	1.800 25,936	1.830 26,368	1.899 27,363
12				1.700 24,495	1.752 25,245	1.781 25,662	1.811 26,095	1.840 26,513	1.870 26,945	1.938 27,925
13					1.800 25,936	1.821 26,239	1.850 26,657	1.879 27,075	1.909 27,507	1.977 28,487
14					1.840 26,513	1.870 26,945	1.889 27,219	1.918 27,636	1.948 28,069	2.016 29,049
15						1.910 27,521	1.940 27,953	1.958 28,213	1.988 28,645	2.055 29,610

*E-13

TEACHER SALARY SCHEDULE
September 1, 1983

<u>Year</u>	<u>B</u>	<u>B+12</u>	<u>B+24</u>	<u>B+36</u>	<u>B+48 or M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>	<u>D</u>
16							1.980 28,530	2.010 28,962	2.040 29,394	2.110 30,403
17								2.050 29,538	2.080 29,971	2.150 30,979
18					27,113	28,121	29,130		2.120 30,547	2.190 31,556
19								30,138		2.230 32,132
20									31,147	
21					27,713	28,721	29,730			32,732
22								30,738		
23									31,747	
24					28,313	29,321	30,330			33,332
25								31,338		
26									32,347	
27										33,932

*E-14

TEACHER OUTSIDE EXPERIENCE
January 1, 1983

Year in BV	Years Out- side	B	B+12	B+24	B+36	B+48 or M	M+12	M+24	M+36	M+48	D
1st	1	1.040 14,915	1.060 15,201	1.080 15,488	1.100 15,775	1.120 16,062	1.140 16,349	1.160 16,636	1.180 16,922	1.200 17,209	1.200 17,209
	2	1.080 15,488	1.100 15,775	1.120 16,062	1.140 16,349	1.160 16,636	1.180 16,922	1.200 17,209	1.220 17,496	1.240 17,783	1.240 17,783
	3	1.120 16,062	1.140 16,349	1.170 16,779	1.210 17,353	1.270 18,213	1.300 18,643	1.320 18,930	1.360 19,504	1.400 20,077	1.460 20,938
	4	1.160 16,636	1.180 16,922	1.210 17,353	1.250 17,926	1.310 18,787	1.340 19,217	1.370 19,647	1.400 20,077	1.430 20,508	1.500 21,512
	5	1.200 17,209	1.220 17,496	1.250 17,926	1.290 18,500	1.350 19,360	1.380 19,791	1.410 20,221	1.440 20,651	1.470 21,081	1.540 22,085
2nd	1	1.100 15,775	1.120 16,062	1.140 16,349	1.160 16,636	1.180 16,922	1.200 17,209	1.220 17,496	1.240 17,783	1.260 18,070	1.260 18,070
	2	1.160 16,636	1.180 16,922	1.210 17,353	1.250 17,926	1.310 18,787	1.340 19,217	1.370 19,647	1.400 20,077	1.430 20,508	1.500 21,512
	3	1.220 17,496	1.240 17,783	1.270 18,213	1.310 18,787	1.370 19,647	1.400 20,077	1.430 20,508	1.460 20,938	1.490 21,368	1.560 22,372
	4	1.260 18,070	1.280 18,356	1.310 18,787	1.350 19,360	1.410 20,221	1.440 20,651	1.470 21,081	1.500 21,512	1.530 21,942	1.600 22,946
	5	1.300 18,643	1.320 18,930	1.350 19,360	1.390 19,934	1.450 20,794	1.480 21,225	1.510 21,655	1.540 22,085	1.570 22,515	1.640 23,519
3rd	1	1.170 16,779	1.190 17,066	1.220 17,496	1.260 18,070	1.320 18,930	1.350 19,360	1.380 19,791	1.400 20,077	1.420 20,364	1.500 21,512
	2	1.260 18,070	1.280 18,356	1.310 18,787	1.350 19,360	1.410 20,221	1.440 20,651	1.470 21,081	1.500 21,512	1.530 21,942	1.600 22,946
	3	1.320 18,930	1.340 19,217	1.370 19,647	1.410 20,221	1.470 21,081	1.500 21,512	1.530 21,942	1.560 22,372	1.590 22,802	1.660 23,806
	4	1.360 19,504	1.380 19,791	1.410 20,221	1.450 20,794	1.510 21,655	1.540 22,085	1.570 22,515	1.600 22,946	1.630 23,376	1.700 24,380
	5	1.400 20,077	1.420 20,364	1.450 20,794	1.490 21,368	1.550 22,229	1.580 22,659	1.610 23,089	1.640 23,519	1.670 23,949	1.740 24,953

E-14.1 Guidelines for Outside Experience: Teaching experience in regular accredited public schools, state approved or recognized or accredited private K-12 schools, public or private junior colleges, colleges, universities and vocational-technical schools will count as credit on the Outside Experience Schedule to a maximum of five years for new personnel employed at or after the beginning of 1974-75 school year.

E-14.2 Partial years of ninety (90) or more teaching days of such experience shall be counted as full years of experience in giving outside experience credit.

*E-14

TEACHER OUTSIDE EXPERIENCE
September 1, 1983

Year in BV	Years Out- side	Years									
		B	B+12	B+24	B+36	B+48 or M	M+12	M+24	M+36	M+48	D
1st	1	1.040 14,985	1.060 15,274	1.080 15,562	1.100 15,850	1.120 16,138	1.140 16,426	1.160 16,714	1.180 17,003	1.200 17,291	1.200 17,291
	2	1.080 15,562	1.100 15,850	1.120 16,138	1.140 16,426	1.160 16,714	1.180 17,003	1.200 17,291	1.220 17,579	1.240 17,867	1.240 17,867
	3	1.120 16,138	1.140 16,426	1.170 16,859	1.210 17,435	1.270 18,299	1.300 18,732	1.320 19,020	1.360 19,596	1.400 20,173	1.460 21,037
	4	1.160 16,714	1.180 17,003	1.210 17,435	1.250 18,011	1.310 18,876	1.340 19,308	1.370 19,740	1.400 20,173	1.430 20,605	1.500 21,614
	5	1.200 17,291	1.220 17,579	1.250 18,011	1.290 18,588	1.350 19,452	1.380 19,884	1.410 20,317	1.440 20,749	1.470 21,181	1.540 22,190
2nd	1	1.100 15,850	1.120 16,138	1.140 16,426	1.160 16,714	1.180 17,003	1.200 17,291	1.220 17,579	1.240 17,867	1.260 18,155	1.260 18,155
	2	1.160 16,714	1.180 17,003	1.210 17,435	1.250 18,011	1.310 18,876	1.340 19,308	1.370 19,740	1.400 20,173	1.430 20,605	1.500 21,614
	3	1.220 17,579	1.240 17,867	1.270 18,299	1.310 18,876	1.370 19,740	1.400 20,173	1.430 20,605	1.460 21,037	1.490 21,469	1.560 22,478
	4	1.260 18,155	1.280 18,444	1.310 18,876	1.350 19,452	1.410 20,317	1.440 20,749	1.470 21,181	1.500 21,614	1.530 22,046	1.600 23,054
	5	1.300 18,732	1.320 19,020	1.350 19,452	1.390 20,029	1.450 20,893	1.480 21,325	1.510 21,758	1.540 22,190	1.570 22,622	1.640 23,631
3rd	1	1.170 16,859	1.190 17,147	1.220 17,579	1.260 18,155	1.320 19,020	1.350 19,452	1.380 19,884	1.400 20,173	1.420 20,461	1.500 21,614
	2	1.260 18,155	1.280 18,444	1.310 18,876	1.350 19,452	1.410 20,317	1.440 20,749	1.470 21,181	1.500 21,614	1.530 22,046	1.600 23,054
	3	1.320 19,020	1.340 19,308	1.370 19,740	1.410 20,317	1.470 21,181	1.500 21,614	1.530 22,046	1.560 22,478	1.590 22,910	1.660 23,919
	4	1.360 19,596	1.380 19,884	1.410 20,317	1.450 20,893	1.510 21,758	1.540 22,190	1.570 22,622	1.600 23,054	1.630 23,487	1.700 24,495
	5	1.400 20,173	1.420 20,461	1.450 20,893	1.490 21,469	1.550 22,334	1.580 22,766	1.610 23,198	1.640 23,631	1.670 24,063	1.740 25,072

*E-15

COUNSELOR SALARY SCHEDULE
January 1, 1983

Counselors salary shall be determined from the teacher salary base.

Salary schedule for counselors with no outside experience, or more than three years in Boulder Valley.

<u>Year</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>	<u>D</u>
1st	1.230	1.250	1.270	1.290	1.310	1.310
2nd	1.290	1.310	1.340	1.360	1.380	1.380
3rd	1.360	1.380	1.400	1.420	1.440	1.440
4th	1.487	1.517	1.548	1.578	1.608	1.681
5th	1.589	1.620	1.649	1.681	1.711	1.783
6th	1.671	1.701	1.732	1.763	1.793	1.866
7th	1.734	1.765	1.797	1.827	1.857	1.931
8th	1.776	1.806	1.838	1.869	1.899	1.973
9th	1.817	1.849	1.879	1.910	1.940	2.014
10th	1.858	1.890	1.921	1.951	1.981	2.055
11th	1.901	1.931	1.962	1.993	2.023	2.097
12th	1.942	1.973	2.003	2.035	2.065	2.139
13th	1.993	2.014	2.046	2.077	2.107	2.180
14th	2.033	2.067	2.087	2.118	2.148	2.222
15th		2.107	2.141	2.159	2.189	2.263
16th			2.181	2.215	2.245	2.321
17th				2.255	2.285	2.361
18th	29,755	30,816	31,878		2.325	2.401
19th				32,939		2.441
20th					33,943	
21st	30,355	31,416	32,478			35,606
22nd				33,539		
23rd					34,543	
24th	30,955	32,016	33,078			36,206
25th				34,139		
26th					35,143	
27th						36,806

Each day of work in excess of the 193 days shall be compensated at 1/193 of the annual salary (provided for the 193 days) per day. Hourly rate shall be the daily rate divided by 8 except as otherwise established in the Agreement.

Counselor's Index: $1.06 \times (\text{teacher's index} + 0.08)$ figured to the nearest 1/1000.

Length of Assignment: 190 days plus 3 days in-service

Length of Day: 8 hours

*E-15

COUNSELOR SALARY SCHEDULE
September 1, 1983

Counselors salary shall be determined from the teacher salary base.

Salary schedule for counselors with no outside experience, or more than three years in Boulder Valley.

<u>Year</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M48</u>	<u>D</u>
1st	1.230	1.250	1.270	1.290	1.310	1.310
2nd	1.290	1.310	1.340	1.360	1.380	1.380
3rd	1.360	1.380	1.400	1.420	1.440	1.440
4th	1.487	1.517	1.548	1.578	1.608	1.681
5th	1.589	1.620	1.649	1.681	1.711	1.783
6th	1.671	1.701	1.732	1.763	1.793	1.866
7th	1.734	1.765	1.797	1.827	1.857	1.931
8th	1.776	1.806	1.838	1.869	1.899	1.973
9th	1.817	1.849	1.879	1.910	1.940	2.014
10th	1.858	1.890	1.921	1.951	1.981	2.055
11th	1.901	1.931	1.962	1.993	2.023	2.097
12th	1.942	1.973	2.003	2.035	2.065	2.139
13th	1.993	2.014	2.046	2.077	2.107	2.180
14th	2.033	2.067	2.087	2.118	2.148	2.222
15th		2.107	2.141	2.159	2.189	2.263
16th			2.181	2.215	2.245	2.321
17th				2.255	2.285	2.361
18th	29,893	30,960	32,026		2.325	2.401
19th				33,092		2.441
20th					34,101	
21st	30,493	31,560	32,626			35,772
22nd				33,692		
23rd					34,701	
24th	31,093	32,160	33,226			36,372
25th				34,292		
26th					35,301	
27th						36,972

Each day of work in excess of the 193 days shall be compensated at 1/193 of the annual salary (provided for the 193 days) per day. Hourly rate shall be the daily rate divided by 8 except as otherwise established in the Agreement.

Counselor's Index: $1.06 \times (\text{teacher's index} + 0.08)$ figured to the nearest 1/1000.
Length of Assignment: 190 days plus 3 days in-service
Length of Day: 8 hours

*E-16

COUNSELOR'S OUTSIDE EXPERIENCE

FOR: Counselors with experience outside the District and fewer than three years experience in Boulder Valley.

<u>Year in BV</u>	<u>Years Outside</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>	<u>D</u>
1st	1	1.272	1.293	1.314	1.336	1.357	1.357
	2	1.314	1.336	1.357	1.378	1.399	1.399
	3	1.431	1.463	1.484	1.526	1.568	1.632
	4	1.473	1.505	1.537	1.569	1.601	1.675
	5	1.516	1.548	1.579	1.611	1.643	1.717
2nd	1	1.336	1.357	1.378	1.399	1.420	1.420
	2	1.473	1.505	1.537	1.569	1.601	1.675
	3	1.537	1.569	1.601	1.632	1.663	1.738
	4	1.579	1.611	1.643	1.675	1.707	1.781
	5	1.622	1.654	1.685	1.717	1.749	1.823
3rd	1	1.484	1.516	1.548	1.569	1.590	1.675
	2	1.579	1.611	1.643	1.675	1.707	1.781
	3	1.643	1.675	1.707	1.738	1.769	1.844
	4	1.685	1.717	1.749	1.781	1.813	1.887
	5	1.728	1.760	1.791	1.823	1.855	1.929

Length of Assignment: 190 days plus 3 days in-service.

*E-17

READING SPECIALISTS SCHEDULE
Teacher Base
January 1, 1983

<u>Year</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>	<u>D</u>
1	1.270	1.290	1.310	1.330	1.350	1.350
2	1.330	1.350	1.380	1.400	1.420	1.420
3	1.400	1.420	1.440	1.460	1.480	1.480
4	1.540	1.570	1.600	1.640	1.680	1.740
5	1.650	1.680	1.710	1.740	1.770	1.840
6	1.730	1.760	1.790	1.820	1.850	1.930
7	1.770	1.800	1.830	1.860	1.890	1.970
8	1.810	1.840	1.870	1.900	1.930	2.010
9	1.850	1.880	1.910	1.950	1.990	2.050
10	1.890	1.930	1.960	1.990	2.020	2.090
11	1.940	1.970	2.000	2.030	2.060	2.130
12	1.980	2.010	2.040	2.070	2.100	2.170
13	2.020	2.050	2.080	2.110	2.140	2.220
14	2.060	2.090	2.120	2.150	2.180	2.260
15		2.130	2.160	2.190	2.220	2.300
16			2.200	2.230	2.260	2.340
17				2.270	2.300	2.380
18	30,142	31,146	32,150		2.340	2.420
19				33,154		2.460
20					34,158	
21	30,742	31,746	32,750			35,879
22				33,754		
23					34,758	
24	31,342	32,346	33,350			36,479
25				34,354		
26					35,358	
27						37,079

188 days
8 hours per day

*E-17

READING SPECIALISTS SCHEDULE
Teacher Base
September 1, 1983

<u>Year</u>	<u>M</u>	<u>M+12</u>	<u>M+24</u>	<u>M+36</u>	<u>M+48</u>	<u>D</u>
1	1.270	1.290	1.310	1.330	1.350	1.350
2	1.330	1.350	1.380	1.400	1.420	1.420
3	1.400	1.420	1.440	1.460	1.480	1.480
4	1.540	1.570	1.600	1.640	1.680	1.740
5	1.650	1.680	1.710	1.740	1.770	1.840
6	1.730	1.760	1.790	1.820	1.850	1.930
7	1.770	1.800	1.830	1.860	1.890	1.970
8	1.810	1.840	1.870	1.900	1.930	2.010
9	1.850	1.880	1.910	1.950	1.990	2.050
10	1.890	1.930	1.960	1.990	2.020	2.090
11	1.940	1.970	2.000	2.030	2.060	2.130
12	1.980	2.010	2.040	2.070	2.100	2.170
13	2.020	2.050	2.080	2.110	2.140	2.220
14	2.060	2.090	2.120	2.150	2.180	2.260
15		2.130	2.160	2.190	2.220	2.300
16			2.200	2.230	2.260	2.340
17				2.270	2.300	2.380
18	30,283	31,291	32,300		2.340	2.420
19				33,308		2.460
20					34,317	
21	30,883	31,891	32,900			36,046
22				33,908		
23					34,917	
24	31,483	32,491	33,500			36,646
25				34,508		
26					35,517	
27						37,246

188 days
8 hours per day

*E-18

PSYCHOLOGISTS
AND
SOCIAL WORKERS
January 1, 1983

Year	M	M12	M+24	M+36	SC or M+48	D
1	1.28	1.31	1.34	1.37	1.42	1.47
2	1.34	1.37	1.40	1.43	1.48	1.53
3	1.40	1.43	1.46	1.49	1.54	1.59
4	1.57	1.60	1.63	1.66	1.71	1.76
5	1.67	1.70	1.73	1.76	1.81	1.86
6	1.75	1.78	1.81	1.84	1.89	1.94
7	1.79	1.82	1.85	1.88	1.93	1.98
8	1.83	1.86	1.89	1.92	1.97	2.02
9	1.87	1.90	1.93	1.96	2.01	2.06
10	1.90	1.93	1.96	1.99	2.04	2.09
11	1.93	1.96	1.99	2.02	2.07	2.12
12	1.96	1.99	2.02	2.05	2.10	2.15
13	1.99	2.02	2.05	2.08	2.13	2.18
14	2.03	2.05	2.08	2.11	2.16	2.21
15		2.08	2.11	2.14	2.19	2.24
16			2.14	2.17	2.22	2.27
17				2.20	2.25	2.30
18	29,712	30,429	31,290		2.28	2.33
19				32,150		2.36
20					33,297	
21	30,312	31,029	31,890			34,445
22				32,750		
23					33,897	
24	30,912	31,629	32,490			35,045
25				33,350		
26					34,497	
27						35,645

Length of Assignment: 180 days plus 3 days in-service
Length of Day: 8 hours

E-18.1 Guidelines for Outside Experience: Outside experience to a maximum of five years for new personnel will be granted under the following guidelines:

1. Job related non-teaching experience must post date an MSW degree or MA degree in Psychology.
2. Experience must result from paid employment.
3. Experience must include K-12 school employment, and/or state, agency, or private clinic or hospital employment with responsibilities involving K-12 age students.

E-18.2 Partial years of ninety (90) or more teaching days of such experience or six (6) months or more of job related non-teaching experience shall be counted as a full year of experience in giving outside experience credit.

*E-18

PSYCHOLOGISTS
AND
SOCIAL WORKERS
September 1, 1983

Year	M	M12	M+24	M+36	SC or M+48	D
1	1.28	1.31	1.34	1.37	1.42	1.47
2	1.34	1.37	1.40	1.43	1.48	1.53
3	1.40	1.43	1.46	1.49	1.54	1.59
4	1.57	1.60	1.63	1.66	1.71	1.76
5	1.67	1.70	1.73	1.76	1.81	1.86
6	1.75	1.78	1.81	1.84	1.89	1.94
7	1.79	1.82	1.85	1.88	1.93	1.98
8	1.83	1.86	1.89	1.92	1.97	2.02
9	1.87	1.90	1.93	1.96	2.01	2.06
10	1.90	1.93	1.96	1.99	2.04	2.09
11	1.93	1.96	1.99	2.02	2.07	2.12
12	1.96	1.99	2.02	2.05	2.10	2.15
13	1.99	2.02	2.05	2.08	2.13	2.18
14	2.03	2.05	2.08	2.11	2.16	2.21
15		2.08	2.11	2.14	2.19	2.24
16			2.14	2.17	2.22	2.27
17				2.20	2.25	2.30
18	29,850	30,571	31,435		2.28	2.33
19				32,300		2.36
20					33,453	
21	30,450	31,171	32,035			34,605
22				32,900		
23					34,053	
24	31,050	31,771	32,635			35,205
25				33,500		
26					34,653	
27						35,805

Length of Assignment: 180 days plus 3 days in-service
Length of Day: 8 hours

*E-18.1 Guidelines for Outside Experience: Outside experience to a maximum of five years for new personnel will be granted under the following guidelines:

1. Job related non-teaching experience must post date an MSW degree or MA degree in Psychology.
2. Experience must result from paid employment.
3. Experience must include K-12 school employment, and/or state, agency, or private clinic or hospital employment with responsibilities involving K-12 age students.

*E-18.2 Partial years of ninety (90) or more teaching days of such experience or six (6) months or more of job related non-teaching experience shall be counted as a full year of experience in giving outside experience credit.

EXTRA PAY FOR EXTRA DUTY

January 1, 1983

E-19 Extra pay for extra duties and responsibilities shall be provided in accordance with the extra pay for extra duty schedule providing that such duties and responsibilities are in addition to a full teaching assignment. Teachers with released time or class time to assume assigned responsibilities will not be entitled to extra duty pay. Certification of teachers contracted for extra duty shall be by the building principal and the Assistant Superintendent for Secondary Education. Extra pay is determined by the extra duty assignment and the years of service in the assignment.

E-19.1 The minimum extra pay allowance (step 1) for extra duty is computed by multiplying the stated percentage by the base salary. Steps two through eight are computed by multiplying the stated percentage by the dollar amounts in steps two through eight in the BA column of the teachers salary schedule. The eight steps are experience steps.

E-19.2 Teachers newly appointed to an extra duty assignment shall be placed on step one. Teachers already employed in an extra duty assignment will be placed on the appropriate experience step. Experience in another extra pay assignment or in another school district does not apply.

E-19.3 Extra pay for extra duty may, under certain circumstances, be prorated between staff members. Approval for such pro-rata payment must be made in advance and in writing to the Office of Secondary Education. Under no circumstances will a pro-rata of less than 1% be permitted.

E-19.4	JOB TITLE	LENGTH OF ASSIGNMENT	PERCENT
	Senior High Athletics		
	Head Football Coach	Per Season	10%
	Head Basketball Coach	Per Season	10%
	Head Baseball Coach	Per Season	7 1/2%
	Head Ski Coach	Per Season	7 1/2%
	Head Track Coach	Per Season	7 1/2%
	Head Wrestling Coach	Per Season	7 1/2%
	Head Soccer Coach	Per Season	7 1/2%
	Assistant Football Coach	Per Season	6 1/2%
	Assistant Basketball Coach	Per Season	6 1/2%
	Head Gymnastics Coach	Per Season	6 1/2%
	Head Swimming Coach	Per Season	6%
	Head Volleyball Coach	Per season	6%
	Assistant Wrestling Coach	Per Season	5 1/2%
	Assistant Baseball Coach	Per Season	5 1/2%
	Assistant Track Coach	Per Season	5 1/2%
	Assistant Ski Coach	Per Season	5 1/2%
	* Assistant Soccer Coach	Per Season	5 1/2%
	Head Cross Country Coach	Per Season	4 1/2%
	Head Tennis Coach	Per Season	4 1/2%
	Head Golf Coach	Per Season	4 1/2%
	Assistant Gymnastics Coach	Per Season	4%
	Assistant Volleyball Coach	Per Season	4%
	* Assistant Cross Country Coach	Per Season	3%

*Identifies new or revised language.

Senior High Activities

Yearbook Sponsor	School Time	4%
Schools with enrollment over 1000	After School	9 1/2%
*Newspaper Sponsor		
Minimum 8 issues (or equivalent)	School Time	1 1/2%
	After School	2 1/2%
Minimum 16 issues (or equivalent)	School Time	2 1/2%
	After School	4 1/2%
Minimum 24 issues (or equivalent)	School Time	3 1/2%
	After School	6 1/2%
Minimum 32 issues (or equivalent)	School Time	4 1/2%
	After School	8 1/2%
Yearbook Sponsor	School Time	2 1/2%
Schools with enrollment less than 1000	After School	6 1/2%
Choir Director		6 1/2%
Director of Musical		6 1/2%
Band Director	Per Year	5 1/2%
Forensics Director - 11 or more meets	Per Year	5 1/2%
Forensics Director - 6-10 meets		4%
Pep Club and Cheerleader sponsor		5%
Director of Full-length Play		5%
Student Council Sponsor	w/o released time	4 1/2%
Secondary AV Director	w/o released time	4 1/2%
VICA, PBL, FBLA, FHA, DECA, HERO Sponsors	40 hours non-school time	4 1/2%
Radio Sponsor	minimum 30 programs	4 1/2%
Thespian Sponsor		4 1/2%
Marching Band Director	minimum 5 public performances	3%
Orchestra Director		4%
Stage Technical Assistant non-school time	40 hours	3%
Student Activity Director	Per Year	3%
Assistant Band Director	40 hours non-school time	2 1/2%
Assistant Choir Director	40 hours non-school time	2 1/2%
Senior Class Sponsor		2%
Junior Class Sponsor		2%
Sophomore Class Sponsor	3 year school	1 1/2%
Sophomore Class Sponsor	4 year school	1%
Freshman Class Sponsor	4 year school	1%
One-Act Play Director	Per Play	1%
Assistant Full-Length Play Director/Musical		1%
Intramurals	40 hours	2 1/2%

Middle Level Athletics

Head Basketball Coach	Per Season	4 1/2%
Head Football Coach	Per Season	4 1/2%
Head Track Coach	Per Season	4 1/2%
Head Wrestling Coach	Per Season	4 1/2%
Head Baseball Coach	Per Season	4 1/2%
Head Soccer Coach	Per Season	4 1/2%

*Identifies new or revised language.

Head Volleyball Coach	Per Season	4 1/2%
Head Field Hockey Coach	Per Season	4 1/2%
Head Softball Coach	Per Season	4 1/2%
Assistant Coach	Per Season	2 1/2%
<u>Middle Level Activities</u>		
Band Director	minimum 50 hours non-school time	4 1/2%
Choir Director	minimum 50 hrs. non-school time	4 1/2%
FHA Sponsor (state affiliated)	minimum 40 hrs. non-school time	4 1/2%
Director of Full-length Play/Musical		4%
*Orchestra Director	Minimum 50 hrs. Non-School Time	3 1/2%
Newspaper Sponsor	School Time	1 1/2%
	After School	3%
Yearbook Sponsor	School Time	1 1/2%
	After School	3 1/2%
Student Council Sponsor	School Time	1 1/2%
	After School	3%
One-Act Play Director	Per Play	1%
A.V. Director	w/o released time	3 1/2%
Intramurals	Per Season	2 1/2%
	40 hr. program	
Pep Club and Spirit Group Sponsor	Per Year	2%
	may divide at 1% each	
Middle Level Intramural Director	40 hours	3%
	non-school time	
Assistant Director of Full-Length Play/ Musical		1%

DEPARTMENT CHAIRPERSON

- E-20 Chairpersons who do not receive released time as provided in C-9.2.2 may be compensated as follows: if, in addition to the department chairperson there is one, two or three persons - \$400; four persons - \$450; five persons - \$500; six persons - \$550; seven persons - \$600; eight persons - \$650; nine persons - \$700; ten persons - \$750; eleven persons - \$800; twelve or more persons - \$850. ("Persons" means FTE or major fraction thereof.)

**QUALIFICATIONS AND REQUIREMENTS OF
VOCATIONAL - TECHNICAL CENTER TEACHERS**

E-21 MINIMUM QUALIFICATIONS: Instructors in Vocational and Technical Education must meet the requirements for a Vocational Credential for the particular field of training as determined by the Colorado State Board for Community Colleges and Occupational Education.

E-21.1 Vocational-Technical Center instructors without a Bachelor's Degree will be encouraged to work toward a Bachelor's Degree and complete all courses as required by the State Vocational Plan of the Colorado Board for Community Colleges and Occupational Education.

E-21.2 All Vocational-Technical instructors will be required to meet in-service training requirements and to complete the necessary studies to keep their credentials and/or teaching certificates in force.

E-21.3 SALARY REQUIREMENTS

- 1) A Vocational-Technical Center instructor will start at the index location on the Vocational-Technical Center salary schedule that corresponds with his/her level of academic achievement and years of teaching experience, plus additional index points for work experience. The Vocational-Technical Center instructor shall be given credit for outside teaching experience up through five years.
- 2) Vocational-Technical Center instructors who are employed as regular program school instructors on 203 day, 223 day, or 243 day contracts shall be compensated for additional work days beyond the regular school year as defined in this Agreement on the basis of their regular salary rate computed on a daily basis as established in this Agreement.
- 3) Instruction by a Vocational-Technical Center instructor in the Adult Education Program, Summer School Program or Curriculum work shall be compensated at the rates established in this Agreement for these programs.
- 4) Released time needed for Vocational-Technical Center instructors to visit high schools, vocational-technical schools, and businesses shall be approved within normal District guidelines.
- 5) Department Chairmen in the Vocational-Technical Center will receive a yearly amount of \$125.00 for each full-time teacher or full-time equivalent in the Department including the Chairman. The extra pay is to compensate for time required "outside" of regular school hours in carrying out responsibilities assigned by the Vocational-Technical Center Principal. A full-time teacher or equivalent is considered a teacher with a total of six (6) periods of assigned classes daily.
- 6) The Vocational-Technical Center instructor will be compensated for his/her applicable work experience above the bachelor's degree or for a non-degree instructor above two years of work experience.

***VOCATIONAL-TECHNICAL SALARY SCHEDULE**

January 1, 1983

Vocational-Technical salaries shall be determined from the Teacher's Salary base.

Yrs.	VC	VC+20	VC+40	V+60	V+80	VC+100	VC+120		VC+B +12	VC+B +24	VC+B +36	VC+B +48 or VC+M		VC+M +12	VC+M +24	VC+M +36	VC+M +48	VC+D
							VC+B	VC+B										
1	1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.34	1.38
2	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.36	1.40	1.44
3	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.42	1.46	1.50
4	1.19	1.21	1.23	1.25	1.27	1.29	1.31	1.33	1.35	1.37	1.39	1.41	1.43	1.45	1.47	1.50	1.54	1.58
5	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.56	1.60	1.64
6	1.33	1.35	1.37	1.39	1.41	1.43	1.45	1.47	1.49	1.51	1.53	1.55	1.57	1.59	1.61	1.64	1.68	1.72
7	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.74	1.78
8	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.80	1.84
9	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.82	1.86	1.90
10	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.82	1.84	1.86	1.88	1.92	1.96
11		1.65	1.67	1.69	1.71	1.73	1.75	1.77	1.79	1.81	1.83	1.85	1.87	1.89	1.91	1.93	1.96	2.00
12			1.71	1.73	1.75	1.77	1.79	1.81	1.83	1.85	1.87	1.89	1.91	1.93	1.95	1.97	2.00	2.04
13				1.76	1.78	1.80	1.82	1.84	1.86	1.88	1.90	1.92	1.94	1.96	1.98	2.00	2.04	2.08
14					1.81	1.83	1.85	1.87	1.89	1.91	1.93	1.95	1.97	1.99	2.01	2.03	2.06	2.10
15						1.86	1.88	1.90	1.92	1.94	1.96	1.98	2.00	2.02	2.04	2.06	2.10	2.14
16							1.91	1.93	1.95	1.97	1.99	2.01	2.03	2.05	2.07	2.09	2.12	2.16
17												2.05	2.07	2.09	2.11	2.13	2.16	2.20
18												29,139	29,999	30,286			2.15	2.16
19															30,573			2.20
20																31,433		
21												29,739	30,599	30,886			32,150	
22															31,173			
23																32,033		
24												30,339	31,199	31,486			32,750	
25															31,773			
26																32,633		
27																	33,350	

Related Work Experience: Effective January 1, 1980, add .04 index points for each year up to six (6) years (maximum of .24)

One year = 2000 hours.

*VOCATIONAL-TECHNICAL SALARY SCHEDULE
September 1, 1983

Vocational-Technical salaries shall be determined from the Teacher's Salary base.

Yrs.	VC	VC+20	VC+40	V+60	V+80	VC+100	VC+120 VC+B	VC+B +12	VC+B +24	VC+B +36	VC+B +48 or VC+M	VC+M +12	VC+M +24	VC+M +36	VC+M +48	VC+D
1	1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.28
2	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.34
3	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.40
4	1.19	1.21	1.23	1.25	1.27	1.29	1.31	1.33	1.35	1.37	1.39	1.41	1.43	1.45	1.47	1.47
5	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.54
6	1.33	1.35	1.37	1.39	1.41	1.43	1.45	1.47	1.49	1.51	1.53	1.55	1.57	1.59	1.61	1.61
7	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.68
8	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.74
9	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.80
10	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.82	1.84	1.86	1.86
11		1.65	1.67	1.69	1.71	1.73	1.75	1.77	1.79	1.81	1.83	1.85	1.87	1.89	1.91	1.92
12			1.71	1.73	1.75	1.77	1.79	1.81	1.83	1.85	1.87	1.89	1.91	1.93	1.95	1.96
13				1.76	1.78	1.80	1.82	1.84	1.86	1.88	1.90	1.92	1.94	1.96	1.98	1.99
14					1.81	1.83	1.85	1.87	1.89	1.91	1.93	1.95	1.97	1.99	2.01	2.02
15						1.86	1.88	1.90	1.92	1.94	1.96	1.98	2.00	2.02	2.04	2.05
16							1.91	1.93	1.95	1.97	1.99	2.01	2.03	2.05	2.07	2.08
17												2.05	2.07	2.09	2.11	2.12
18											29,274	30,138	30,427		2.15	2.16
19														30,715		2.20
20															31,579	
21											29,874	30,738	31,027			32,300
22														31,315		
23															32,179	
24											30,474	31,338	31,627			32,900
25														31,915		
26															32,779	
27																33,500

Related Work Experience: Effective January 1, 1980, add .04 index points for each year up to six (6) years (maximum of .24)

One year = 2000 hours.

- E-21.4 7) Guidelines for outside experience. Teaching experience in regular accredited public schools, state approved or recognized or accredited private K-12 schools, public or private junior and community colleges, colleges, universities, vocational-technical schools, state approved post secondary vocational schools and proprietary schools that are approved by the State Board for Community Colleges and Occupational Education or the similar state agency if from outside Colorado, will count as credit on the Vo-Tech Salary Schedule to a maximum of five years for new personnel employed on or after the beginning of the 1974-75 school year.
- 8) Partial years of ninety (90) or more teaching days of such experience shall be counted as full years of experience in giving outside experience.

GROUP INSURANCE

- *E-22 HEALTH, HOSPITALIZATION AND LIFE INSURANCE: The Board of Education will pay the employee premium for Health, Hospitalization and Life Insurance plans (in effect during 1983) in the amount of \$52.27 per month for the year 1983. In the event of any increase in premium the District will pay such additional premium only during 1983.
- E-23 LONG-TERM DISABILITY INSURANCE: The Board of Education shall pay the full premium for a Long-Term Disability Insurance plan at least comparable in benefits to the plan provided in 1979 and will continue such payment for the duration of this Agreement.
- *E-24 DENTAL INSURANCE: The Board of Education shall provide a Dental Insurance plan at a maximum of \$13.04 per month per employee.
- E-25 PLAN CONTENTS: The contents of the Health, Hospitalization and Life, Long-Term Disability, and Dental plans shall be mutually agreed upon by the Association and the Board of Education.
- E-26 LIABILITY INSURANCE: A liability insurance policy in the usual form shall be purchased by the Board of Education. Employees of the District acting within the scope of their employment shall be named as insured parties under the policy. A copy of this policy shall be provided to the Association.
- E-27 INSURANCE COMMITTEE: During the term of this Agreement either party may request up to two meetings per year to meet and confer regarding general contractual insurance matters. Additional meetings may be held upon mutual agreement of the parties. Each party may appoint two representatives for these discussions. The District Insurance Consultant may be requested to attend such meetings.
- E-28 PERA AND WORKMEN'S COMPENSATION: PERA and Workmen's Compensation as established by the statutes of the State of Colorado shall be provided members of Unit B by the Boulder Valley School District.

SICK LEAVE

- E-29 Subject to the provisions hereinafter set forth, leave with pay will be granted all permanent employees who are not able to render service due to illness, quarantine, temporary disability, (including pregnancy, childbirth and recovery therefrom), serious illness or death in one's immediate family, for essential treatments, or examination for diagnostic purposes, when such treatment or examination cannot reasonably be made other than during the employee's work day.
- E-29.1 Sick leave for personnel who average four or more working hours per day will accrue on the following basis:
- 183 to 200 contract day employee - 10 days per year
 - 201 to 220 contract day employee - 11 days per year
 - 221 to 243 contract day employee - 12 days per year
- E-29.1.1 Sick leave will accrue without limit. Sick leave will accrue on a proportional basis for part-time employees working less than a full day and/or a full year.
- E-29.1.2 Anyone on leave, without pay, will retain sick leave accumulated but will not accrue further sick leave until he returns to work at which time his sick leave will begin accruing on the first day of the current month and accrue at the regular rate.
- E-29.1.3 Accumulated sick leave earned while in the employ of former school districts now comprising Boulder Valley School District No. Re 2, shall be retained by all employees who have continuously been employed by the Boulder Valley Re 2 School District.
- E-29.2 An employee may be required to provide a statement of physical condition from a qualified physician and to present such report of the illness to the appropriate supervisor following absence of more than five cumulative days or in cases where there is reason to question the validity of such illness. The employee may also be required to have a written report from a qualified physician showing that he/she is physically capable of doing the work required of his/her position when the employee returns from sick leave. Cost of such required physical examination or statements shall be borne by the District.
- E-29.3 For an absence of one-half working day or less due to illness, quarantine or disability, a deduction of one-half day sick leave will be made; for an absence of more than one-half day, a full day's deduction will be made. Employees who work on an hourly basis will have their sick leave accumulation charges recorded in hours. A teacher must count a planning period the same as an instruction period when considering the number of periods in a full day or half day.
- E-29.4 An employee who does not serve his/her complete contract year will have the number of sick leave days deducted that corresponds to the pro-rata share of working days missed by the employee, except in cases of retirement, death or other such circumstances beyond the control of the employee. If an employee does not have enough sick leave accumulated, salary for the number of days not covered will be deducted from his/her

final paycheck. This provision does not apply to those on leave granted by the District.

E-29.5 A covered employee who is absent due to serious illness in his/her immediate family, may have such absence charged to his/her accumulated sick leave. "Immediate family" as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents or grandchildren of employee or any relative living in the immediate household of the employee. Exceptions to this interpretation will be made by the immediate supervisor and the Executive Director of Personnel and Employee Relations only in very unusual cases.

E-29.6 After the accumulated sick leave has been used the employee will receive no pay for additional working days if absent because of illness, quarantine, disability, or bereavement. Deduction shall be made from his/her salary in an amount equal to his/her annual salary divided by the number of actual working days in the employee's year.

In cases where hardship occurs due to the expiration of sick leave benefits, the employee may appeal to the Executive Director of Personnel and Employee Relations for consideration of additional sick leave. Such request for additional sick leave shall not be unreasonably withheld.

*E-29.7 ADDITIONAL SICK LEAVE: If due to the employee's illness or disability the employee is absent continuously for more than ten (10) consecutive working days after his/her accumulated sick leave has been used, additional sick leave will be granted beginning with the eleventh consecutive working day of absence. Full pay will be made from the eleventh working day until and including the sixtieth calendar day of the absence.

E-29.7.1 A maximum of 31 additional sick leave days will be granted to a teacher within any one school year.

PAYMENT FOR UNUSED SICK LEAVE

*E-30 An employee who resigns, retires or is reduced in force will receive payment for unused sick leave days as follows:

<u>Years of Full-time Service</u>	<u>Percentage of BA Base Salary Per Diem</u>
6-10	30%
11-15	40%
16-20	50%
21-25	60%
26 and above	75%

*E-30.1 If an employee was hired prior to January 1, 1982, and is on an extended contract (more than 183 days), he/she may utilize the provisions for payment for unused sick leave effective in the 1981 Agreement if it is to his/her advantage to do so.

- E-30.2 In the event of death of an employee, payment of accumulated sick leave shall be made to the employee's estate. Such payment shall be at the employee's current per diem rate of pay.

INJURY LEAVE

- E-31 Injury leave may be granted to protect an employee against temporary loss of salary when he/she sustains an injury arising out of, or in the course of, the actual performance of his/her job. Such injuries may entitle an employee to benefits under the Workmen's Compensation Act.

- E-31.1 In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor; report to a duly qualified physician and have a verification of the injury made to the District; and file an application for Workmen's Compensation benefits within two working days in the Personnel Office.

- *E-31.2 In the event of an on-the-job injury to the employee, which is deemed compensable under the Workers' Compensation Law, the employee will continue to receive compensation that the employee otherwise would have normally earned for up to three (3) days. Such absence will not be charged to sick leave. In those cases where the Industrial Commission assumes liability, the injured employee may, beginning with the fourth day of absence due to such injury, receive his/her full salary from the School District less the amount of any workmen's compensation pay received for a period of time not to exceed thirty (30) working days. In such case the absence would not be charged to the employee's sick leave.

- *E-31.3 After the end of the described thirty (30) work days, the employee has two options:

- 1) He/she may use accumulated sick leave and be paid at his/her full salary less the amount of Workmen's Compensation pay. In such cases the absence is charged against the employee's accumulated sick leave on a prorated basis.
- 2) He/she may accept only Workmen's Compensation pay in which case sick leave will not be charged.

- E-31.4 In cases where the Industrial Commission fails to assume any liability, all absences may be charged under the regular sick leave provisions.

BEREAVEMENT LEAVE

- E-32 When death occurs in an employee's immediate family, he/she shall be granted three (3) working days off with pay for the time lost from work. The definition of immediate family for this coverage shall be limited to husband, wife, son, daughter, father, mother, sister, or brother. Any additional days will be charged to accumulated sick leave.

Absences for the death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren of employees or any relative living in the immediate household of the employee may be charged against accumulated sick leave.

PERSONAL LEAVE

- E-33 Upon notification to the principal or immediate supervisor, employees covered by this Agreement shall be authorized two days of personal leave with pay during each school year. It is intended that personal leave shall not be used for seeking other employment or recreational purposes.
- E-33.1 No personal leave will be granted just prior to or just subsequent to any holiday or vacation period or during the first or last week of school without previous written permission of the Executive Director of Personnel and Employee Relations except in cases of emergency.
- E-33.2 If personal leave is used for adoption, one additional personal leave day shall be granted by the Executive Director of Personnel and Employee Relations.
- E-33.3 Personal leave is not cumulative as such but shall be added to sick leave if not used.
- E-33.4 Other absences. If other absences required for good and sufficient reasons are requested, the Executive Director of Personnel and Employee Relations may grant such leave with a deduction(s) at the appropriate daily rate. Such requests must receive approval prior to the absence.

RELIGIOUS HOLIDAY LEAVE

- E-34 Individual members of Unit B who desire to observe religious holidays which occur on regularly scheduled school days may apply for such leave under any of the following provisions:
1. Use of current unused personal leave with pay up to the maximum of two (2) days.
 2. Use of up to three (3) days of religious leave with pay, provided such days are made up by arrangement with the respective principals and are used for regular job-related activities.
 3. Use of up to three (3) days of religious leave without pay.
- E-34.1 Applications for such leave must be made in advance and must specify which of the above provisions is being utilized.

MISCELLANEOUS SHORT ABSENCES

- E-35 TIME OFF TO VOTE: Employees who are qualified to vote will be given time off, without loss of pay, for the purpose of voting. Arrangements for such absences must be made in advance with the employee's immediate supervisor.
- E-36 JURY DUTY: Employees who are ordered to serve on jury duty will be granted time off with pay for court appearances. Employees whose pay is continued by the District during jury duty shall reimburse the District in amount of remuneration provided by the Court.

E-37 COURT APPEARANCES: Employees who are subpoenaed to appear in court on a matter that involves the employee's capacity as a District employee shall be granted time off with pay for court appearances.

E-37.1 Employees who are subpoenaed to appear in court as witnesses shall be granted time off with pay upon presentation of court notice for such appearance(s). If such appearance(s) result(s) in payment of a fee by the court, such fee shall be paid to the District up to the amount of the employee's daily rate of pay from the District.

E-37.2 Time off for court appearances on personal legal matters may be charged to personal leave up to the maximum two days provided. If more than an employee's available personal leave time is needed, the employee shall pay for the substitute time needed. Personal leave time need not be used for absences of less than one-half day if arrangements are made with fellow employees as provided in C-12.2.

E-38 MILITARY LEAVE

*E-38.1 MILITARY SERVICE: Any teacher who is unable to perform the terms of an employment contract because of entry into military service as defined by the Selective Service Act of 1967, should notify the District Personnel Office, in writing, immediately upon receiving orders to report for military duty. Copies of such orders shall be submitted to the Personnel Department. A teacher who applies for reinstatement within the time periods provided by law will be reinstated.

*E-38.2 MILITARY TRAINING LEAVE: Teachers belonging to Guard or Reserve Units will be allowed to take up to fifteen (15) calendar days per year of time off from the regular duties for such military training. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay provided that the teachers on such military leave shall turn over to the district payment received for such services.

EXTENDED LEAVES OF ABSENCE

E-39 RETURN RIGHT-REPLACEMENT: The employee who is on "leave of absence" shall have the privilege of returning to his/her former assignment, unless circumstances would prohibit it. The individual employed to fill a vacancy created by a leave of absence shall be employed on a temporary basis.

E-40 NOTIFICATION: An employee of the District whose leave of absence expires at the end of the fall semester shall notify the District of his/her intent to return by no later than December 1st. An employee of the District who is on leave during the spring semester and whose leave expires prior to the beginning of the following school year shall notify the District by April 15th of intent to return. Failure to so notify the District will result in termination unless there are mitigating circumstances which would make such notification impossible.

E-41 LEAVE OF ABSENCE FOR IMPROVEMENT OF HEALTH: Leaves of absence for improvement of health of the employee only may be granted upon written application for a period not to exceed two years.

E-42 LEAVE FOR GOVERNMENTAL SERVICE: An employee of the District elected or appointed to serve in a position of community, county, state, or national governmental service will be granted a leave of absence without pay if the governmental service requires the employee to be absent from his duties in the District.

E-42.1 Daily salary deductions for this purpose shall be based on the actual salary of the employee divided by the number of scheduled work days for the employee for a specific year. If the governmental service requires daily part-time absence, salary deduction shall be prorated.

E-42.2 For the purpose of this policy, full-time campaigning in one's behalf shall be construed as governmental service.

E-43 EXTENDED ABSENCES FOR PERSONAL REASONS: Extended absences for personal reasons, not to exceed one year in length, may be granted without pay to certificated tenure employees. An extension of such leave may be granted at the discretion of the Board of Education. In no event will a single leave exceed two years in length. A personal leave request is subject to the following conditions:

*1. APPLICATION: An employee requesting an extended leave of absence shall submit such request to the Personnel Office, with a copy to the principal prior to April 15th of the year preceding the leave. In situations involving extenuating circumstances, exceptions to this requirement may be made with the approval of the Executive Director of Personnel and Employee Relations or designee.

2. Approval must be recommended by the Superintendent and other administrative officials concerned.

3. The Board of Education must approve the application.

E-43.1 LEAVE FOR NEWBORN CHILD CARE: Extended absences for newborn child care, generally not to exceed one year in length, may be granted without pay to certificated employees (including non-tenured) according to the above conditions.

E-44 LEAVE FOR PROFESSIONAL STUDY: Upon the recommendation of the Superintendent, the Board of Education will consider the application of any full-time certificated employee for a leave of absence without payment of regular salary for one quarter, one semester or one year for the purpose of professional study. Such employee must have a minimum of five years of satisfactory and uninterrupted service in the Boulder Valley Schools. Only in exceptional instances will extensions of such leaves be granted and in no event will a single leave exceed two years in length.

E-44.1 For the purposes of this provision, neither military leave nor sick leave shall be interpreted as having interrupted service. Previous leave for travel or professional study or for the improvement of health, leave for exchange teaching, or miscellaneous personal leaves of extended length constitute interruption of service.

E-44.2 LEAVE FOR PROFESSIONAL STUDY: APPLICATION: The application for a leave for professional study shall be filed in the office of the

Executive Director of Personnel and Employee Relations no later than April 1 or November preceding the term it is desired that the leave become effective. The application will be immediately referred to the appropriate Director for consideration and processing. The application should include a description of the program which the applicant plans to pursue during the absence, as well as a statement of the employee's commitment to return to active service with the Boulder Valley Schools for at least one year. Failure to return for at least one year from a leave shall obligate the employee to refund any monies received under Section E-44.3 unless mitigating circumstances are accepted by the Board of Education as reason for waiving this obligation. In determining his/her recommendation to the Board of Education, the Superintendent of Schools will consider: a) the extent of the applicant's professional study, growth and contributions during his/her term of service with the Boulder Valley Schools, b) the extent to which study will contribute to the cultural and technical qualifications of the employee for his/her work in the Boulder Valley Schools and c) the length of uninterrupted service in the Boulder Valley Schools.

*E-44.3 LEAVE FOR PROFESSIONAL STUDY: SCHOLARSHIP: An eligible employee placed upon a leave of absence for professional study may apply to the Board of Education for a scholarship of \$750 for one academic quarter, \$1000 for one academic semester, or \$2000 for a full academic year. Those persons who receive a scholarship shall execute a scholarship agreement with the Board of Education which shall include the following terms:

- 1) As a condition of receiving the scholarship the teacher must satisfactorily complete all academic work or research projects in his/her program of study.
- 2) The teacher shall provide the Superintendent of Schools with a transcript of grades upon receipt of the same, and will provide any additional reports or information as may be reasonably required by the Superintendent.
- 3) The teacher shall agree to return to the District following the leave of absence and to enter upon and perform the services of a teacher or administrator for a period of at least one year. Should the teacher fail to do this, all sums paid shall immediately become due and payable from the teacher to the School District. If the teacher is unable to complete the required year of service because of illness or disability not due to his/her own negligence, the teacher will have an additional period of time following recovery from such illness or disability to complete the year of service required.
- 4) Scholarship recipients shall be reimbursed at the beginning of each term of study at the institution at which they are duly enrolled.
- 5) Salary increments or reductions and tenure rights will accrue to the employee while he/she is on leave for professional study.

E-45 VOCATIONAL EDUCATION PROFICIENCY LEAVE: Upon the recommendation of the Superintendent, the Board of Education will consider the application of any

full-time vocationally credentialed employee for leave of absence without payment of regular salary for one semester or one year for the purpose of increasing vocational proficiency. For the purpose of this provision, eligible employees include those credentialed teachers teaching in Board-approved programs at the Vocational Technical Center or in Home Economics or Business Education programs in the regular high school. Such employee must have a minimum of 5 years of satisfactory and uninterrupted service in the Boulder Valley Schools. For each 1,000 hours of work done under this provision, .02 index points will be granted on the salary schedule, up to a maximum of .04 index points per year.

- E-46 **MILITARY LEAVE FOR ACTIVE SERVICE:** Any full-time employee of the District who enlists in or is inducted into the armed forces will be granted a leave of absence without pay. He/she will retain the status of probation or tenure he/she had achieved prior to his/her entry into the service. The District will require written notice from the employee of his/her intention to resume employment six months before the date he/she wishes to reenter the employment of the District.

E-46.1 The provisions of this leave and the accompanying benefits will automatically expire if the employee does not give the District written notice of his/her intention to resume employment within six months after his/her eligibility for separation from the service, or after the termination of the emergency, whichever is earlier. The District reserves the right to revoke or deny extension of leave to an employee remaining in military service beyond the compulsory period.

- E-47 **LEAVE RIGHTS:** A member of Unit B on a leave of absence will accrue seniority rights as if on active service to the District. Except as provided in E-44.3 for Professional Leave, salary increments will not accrue for an employee on a leave of absence. Subject to the provisions of insurance policies, an employee on leave of absence may purchase medical and dental insurance at the current group rates.

TUITION REIMBURSEMENT

- *E-48 During the term of this Agreement, \$75,000 will be allocated annually for the use of tuition reimbursement. Any Unit B employee with a regular contract who has completed one year of satisfactory service and who has been notified of reemployment for the succeeding year and who is not on leave of absence may apply for reimbursement of tuition incurred in study for credit at an approved institution (North Central or equivalent) of higher learning if such course is applicable to his/her teaching fields or related fields and is satisfactorily completed. Such reimbursement will be granted for a maximum of three semester hours (or equivalent) per college term and ten semester hours (or equivalent) during the summer term unless approval for more is obtained in advance from the level assistant superintendent. Tuition reimbursement shall be made for study at any Colorado state supported institution of higher education. For study at any other institution of higher education, tuition reimbursement shall not exceed the tuition rate for the corresponding term at the University of Colorado at Boulder.

- *E-48.1 In order to receive reimbursement, employees must submit proper documentation of successful course completion and payment to the Personnel Office within 90 days of completion of the course. Requests must be submitted no later than April 15 or October 15 of each year.

1. Requests submitted prior to April 15.
 - a. Seventy-five (75) percent of the approved request will be paid between April 30 and May 31. The remaining twenty-five (25) percent of the approved request will be dealt with together with requests submitted by the October 15 deadline.
2. Requests submitted after April 15 and prior to October 15.
 - a. All approved requests under this section will be aggregated after the October 15 deadline.
 - b. In the event the total of approved requests is within the dollar limitation, all approved requests will be paid in full.
 - c. In the event the total of approved requests exceeds the dollar limitation, payments will be prorated.

*E-48.2 Any individual employee who has already received \$1500 under this policy is ineligible to receive more until approved requests of all other eligible applicants have been made and in no case will an employee be granted more than \$1500 in any one five-year period.

*E-48.3 Unit B employees on leave of absence shall not be eligible for tuition reimbursement.

*E-48.4 Request for special consideration may be submitted by persons for whom unusual circumstances have been created by the adoption of this policy.

PROFESSIONAL GROWTH

E-49 Unit B members are encouraged to attend professional conferences at which opportunities for personal growth and improvement of professional competencies of themselves and others are presented. The Board of Education agrees, within budget limitations, to provide funds for a limited number of Unit B members to attend such conferences with the prior approval of their principal, and appropriate assistant superintendent. Travel, meals, lodging, registration fees, released time and cost of substitute shall be deemed appropriate expenses, unless otherwise mutually agreeable.

E-49.1 Responsibility for the administration of professional growth conference requests lies with the appropriate assistant superintendent.

E-49.2 Two committees, one for secondary and another for elementary staff, shall be established to review applications and recommend participants to the appropriate administrator. Each committee shall include two teachers, appointed by the appropriate assistant superintendent and two by the Association. The appropriate assistant superintendent shall also appoint a principal to his/her level committee.

E-49.3 The Board of Education agrees that released time will be provided for members of Unit B to visit schools and industries as approved by their principal and the appropriate administrator in a further effort to encourage professional growth experiences.

PROGRAM DEVELOPMENT

- E-50 Members of the professional staff shall be provided opportunities to attend curriculum and instruction conferences as dictated by program development needs.
- E-50.1 Responsibility for the administration of the program development conference request lies with the District administration.
- E-50.2 Content Area Representative Councils shall assist in the determination of program needs and in the selection of participants at such conferences. This council shall develop, with the assistance of the administration, the guidelines and procedures to be used in carrying out its responsibility.

CHANGE OF PAY STATUS

- E-51 College or university credit earned after January 1, 1980, to be used for horizontal movement on the salary schedule shall be earned at an approved institution (North Central or equivalent) of higher learning and such course(s) must be applicable to the individual's teaching or related educational fields.
- E-51.1 It shall be the teacher's responsibility to initiate a request for horizontal increases in salary due to additional hours of training credit. Requests shall be made to the Personnel Office on a change of status form (PS12) which can be obtained from the school office.
- Course grade slips shall be accepted as verification of the successful completion of course work and must accompany the request, provided official transcripts are submitted to the Personnel Office no later than 60 days following the submission of the course grade slip.
- E-51.2 Requests for salary increase for additional credit must be in the Personnel Office by October 1 for salary credit beginning in the first semester. For a salary increase to begin in the second semester, the change of pay request must be in the Personnel Office by February 15.
- E-51.3 Academic credit on the teacher salary schedule shall be granted for successful completion of District programs or courses that have been identified as qualifying for credit by the District's administration.

VOLUNTARY EARLY RETIREMENT PLAN

- *E-52 A one-time payment ranging from 100% (of the highest annual salary in the last five years) at age 55 to 0% at age 70 will be paid at the time of retirement. The final annual salary shall be the employee's basic schedule or contracted annual rate (bonuses, extra-duty, overtime, etc. excluded). The payment for early retirement is as follows:

<u>Age</u>	<u>Percent of Salary</u>	<u>Age</u>	<u>Percent of Salary</u>
55	100	63	42
56	96	64	29
57	92	65	15
58	86	66	12
59	79	67	9
60	72	68	6
61	63	69	3
62	53	70	0

*Identifies new or revised language.

- *E-52.1 The employee must be 55 years of age or older and actively employed by the District as defined in section A-5 at the time of electing early retirement.
- *E-52.2 The employee must have a minimum of fifteen (15) years of uninterrupted service in the District immediately prior to early retirement. Leave approved by the Board of Education is not an interruption of service; however, time accrued as a result of an approved leave will not be credited toward the fifteen-year minimum. Exceptions to this requirement in cases of brief periods of interruption may be made with approval of the Superintendent of Schools.
- E-52.3 Any employee who leaves the District before reaching age 55 cannot claim entitlement after reaching age 55.
- E-52.4 UNUSED SICK LEAVE BENEFIT: Employees under this early retirement plan are to be reimbursed for their unused sick leave days at the rate in effect under paragraph E-30 at the time of early retirement.
- E-52.5 Should the employee elect early retirement, early retirement payments and payments for accumulated unused sick leave will be made in one, two, three, four or five annual installments. The first payment will be made in February following the official retirement date and all subsequent annual installments in succeeding Februarys.
- E-52.6 The employee may direct that the District purchase an annuity in his/her name. Such annuity must be purchased from a District-approved company.
- E-52.7 The participant will receive in total the payment percentage benefit according to his/her age on the effective date of retirement. For example, if the participant has a birthday and becomes 59 years of age on August 31, and the date of retirement is August 31, the participant will receive the percentage listed for 59 years of age.
- *E-52.8 An employee who takes a regular or early retirement under PERA with at least ten (10) years service with Boulder Valley Schools, may continue Group Health Insurance coverage at the employee's expense.
- E-52.9 Any employee electing early retirement may continue family dependent medical coverage at the employee's expense. All payments for dependent coverage must be made monthly in advance. Further, should the employee fail to prepay dependent coverage, such coverage will be irrevocably cancelled.
 - E-52.9.1 In the event of employee death prior to having received full retirement payment and/or sick leave reimbursement, the employee's designated beneficiary will receive the remaining balance. The beneficiary must be designated at the time of early retirement. Any proposed changes in beneficiary must be provided in writing. In cases where the designated beneficiary has deceased, the payment will be made to heirs at law. Payment will be made in accordance with the established schedule.

- E-52.9.2 Notice of intent to retire under this plan must be filed in writing with the Executive Director of Personnel and Employee Relations no later than ninety (90) days prior to the retirement date, using the appropriate application form.
- E-52.9.3 Early retirement for all eligible personnel can become effective only on two dates, August 31 and January 31.
- E-52.9.4 Any change in benefits as may be deemed appropriate by the Board of Education shall not apply to individuals currently in early retirement, unless specifically made applicable by Board of Education action.
- E-52.9.5 The retired employee must provide the Personnel Department with a correct, current mailing address at all times.
- E-52.9.6 Any employee electing early retirement relinquishes all future employment rights in Boulder Valley Re-2 District.
- E-52.9.7 Any employee electing early retirement does so voluntarily and must sign a statement acknowledging that the decision is entirely at the employee's option, is voluntary in nature, and is not coerced by the employer.
- E-52.9.8 Retired employees interested in part-time employment must make application in writing to the Executive Director of Personnel and Employee Relations. Availability of part-time employment may be limited. The Executive Director of Personnel and Employee Relations will be responsible for all assignments.

SECTION F: PRIVILEGES & FACILITIES

- *F-1 **ASSOCIATION PRESIDENT'S SALARY:** The Board of Education agrees, subject to conditions below, that the president of the Association, while he/she is officially representing the Unit as the bargaining agent during the year, shall be relieved of his/her teaching duties without loss of salary, seniority, or fringe benefits. A replacement shall be hired and the Association shall compensate the District for the salary and PERA cost of the replacement, to be determined by computing the average salary of newly hired Unit B personnel that year who were not on contract for the prior academic year. The Association president shall work with the temporary replacement to the extent that the educational program in his/her classes is not seriously disrupted. The president shall also submit to the Deputy Superintendent, upon his/her request, a report covering his/her activities relative to the improvement of the District instructional program and/or his/her contributions toward the solution of teacher personnel problems.
- F-1.1 The person employed to the Association president's position shall be employed a temporary basis and the employee who is on "leave as Association president" shall have the privilege of returning to his/her former assignment unless circumstances would prohibit it, or if accepting a different assignment.
- F-2 **USE OF FACILITIES:** The Association shall be granted use of school building facilities for holding local Association building meetings, Association representative council meetings, general membership meetings and committee meetings for conducting official Association business provided reasonable notice is given to the Superintendent or his designated representative, and further, provided such meeting does not interfere with or disrupt the normal operation or use of the facility in question. If a charge shall be made of all other groups for such use, the Association shall be charged the lowest rate charged any other group, or for extra janitor's salary, whichever is lower.
- F-2.1 The Association shall have the exclusive use of a bulletin board in each faculty lounge. If the Association building representative and the principal agree that this bulletin board is inadequate the principal will provide additional space on the office bulletin board. The building representative shall be responsible for the BVEA material appearing on bulletin boards.
- F-2.2 The Association shall have the right to purchase supplies and other materials from the District at the price paid by the District which are normally stocked in the District Warehouse. Such materials and supplies are to be used solely for Association purposes.
- F-3 **BOARD MEETING INFORMATION:** The Board agrees to make available to the Association the complete "information packet" prepared for each Board meeting. This shall be prepared at the same time as it is for Board members. If there are last minute additions to the packet, the Association shall be informed of such additions and they shall also be available.
- F-4 **PROFESSIONAL LEAVE FOR ASSOCIATION BUSINESS:** The Board shall grant to the Association 100 days paid leave for its representatives to attend workshops, conferences, and other activities of the Association and its state and national affiliates (BVEA days). Requests shall be processed through the Association.

Additional leave days may be granted to the Association by the Superintendent provided the expense of the substitute(s) shall be paid by the Association.

F-4.1 The amount of leave is to be allocated to individual members at the discretion of the Association, except that if in the judgment of the principal repeated absences of an individual teacher are harmful to the education of the students affected, the principal may recommend in writing to the BVEA President and the appropriate assistant superintendent that these days be limited for that teacher.

*F-4.2 The Board recognizes that members of Unit B should be encouraged to seek election or appointment to CEA and NEA office or offices of their affiliates. Leave taken to serve in such official capacity shall not be charged to the number of leave days referred to in F-4.1. Requests for such leave must be submitted before seeking the office and approval received from the building principal and appropriate assistant superintendent. If approved, such time released will be with pay provided compensation is not otherwise provided and shall not exceed ten (10) days per academic year.

*F-5 PAYROLL DEDUCTION: The District agrees to deduct from each teacher's salary an amount to cover Association dues and PACE contributions which each teacher voluntarily authorizes to be deducted. The District will transmit the amount so deducted and so authorized to the Treasurer of the Association. The Association will provide the District with a copy of each form authorizing such deductions.

*F-5.1 LUMP SUM OR MONTHLY INSTALLMENTS: Individual teachers may elect to have the annual Association dues deducted in a lump sum or in twelve (12) equal monthly installments by indicating same on the form provided for that purpose and transmitting same to the District.

*F-5.2 HOLD HARMLESS: The Association agrees to save the Board and the District harmless from any suit, action, complaint, or the like, growing out of these deductions, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association. The Association agrees that, in the event of any litigation against the district, its agents or employees, arising out of this provision, it will co-defend, indemnify and hold harmless the District, its agents or employees, from any monetary award or any costs arising out of such litigation, including but not limited to attorneys' fees and costs.

*F-5.3 ASSOCIATION NOTIFICATION: The Association shall notify the District Payroll Office in writing, of the current rate of membership dues to be applied with respect to any dues deductions set forth in this Article. Any such notification must be submitted by the 10th day of the month that the new rates are effective, or such other date as mutually agreed upon.

F-6 VISITING SCHOOLS: Association members and others acting in their behalf shall be permitted to visit schools for carrying out Association business as needed. Such visitations shall not interfere with the educational program or administrative affairs of the school visited. All visitors shall comply with District security requirements and the Colorado Revised Statutes of 1963 covering public buildings.

- F-7 **BUILDING MEETINGS:** The Association faculty representative(s) for each school shall have the right to schedule Association meetings before or after school or during lunch periods. The representative shall obtain a building calendar from his principal or designated representative. The meetings shall not conflict with the building calendar or the duty schedules of the teachers in the building.
- F-8 **DISTRICT INFORMATION:** The Board agrees to make available to the Association in response to requests information including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, pupil enrollment figures, and names and addresses of all teachers.
- F-9 **TEACHER FILES:** Each member of Unit B shall have the right to review the contents of his/her personnel file, whether in the central office or the school building, excepting however, any confidential references given at the time of employment. At the employee's written request, a representative of BVEA may accompany the teacher in such review.
- F-9.1 No material or complaint of a derogatory nature will be placed in the file or used as part of a teacher's evaluation unless such material or complaint shall be signed by the person(s) making such derogatory allegations or by the appropriate administrator. Anonymous complaints will not become a part of a teacher's personnel file or record.
- F-9.2 Such records of complaints and any statements relating to a teacher's conduct, service, character or personality shall not be placed in either a teacher's building personnel file or in the District Personnel File without so informing the teacher and giving him/her an opportunity to attach a reply or comments to the complaint or statement(s).
- F-10 **TEACHERS' FACILITIES:** Each school will have the following facilities:
- a) Storage space and work space for each teacher. The Board shall not be held to be the insurer of the teachers' personal belongings stored in such space.
 - b) Well-lighted, well-ventilated, clean teacher restrooms.
 - c) There shall be a furnished lounge and an equipped workroom provided for teachers in each school. Plans to provide such space where it is needed shall be initiated. Whenever physical facilities permit, as determined by the school planner, and unless the faculty by majority vote opposes necessary alterations, faculty workrooms and lounges shall be separate.
 - d) The District shall supply Personnel Directories to all school building offices for staff use and to teachers who request one from the principal in writing by September 30. Such directories shall contain the phone numbers and addresses of all District schools; and a list of all District personnel by school ordered by alphabet with assignment; and an alphabetical listing of all district personnel with assignment, address, spouse's name (where appropriate), and telephone number (where not restricted).
 - e) The District shall supply all members of Unit B with individual copies of the Negotiated Agreement no later than 20 teaching days after final ratification. Extra copies desired by the Association shall be provided at the Association's expense.

- *f) The District shall provide an activity ticket free of charge to each teacher for admission of two (2) persons to events that occur in the cluster schools in which he/she teaches. The teacher may purchase an additional activity ticket for admission of two (2) persons to non-cluster events, at a cost of eight dollars (\$8.00) per ticket.
- g) Every reasonable effort will be made to provide parking space for each faculty member.
- h) A telephone for teacher use for school business and/or necessary private business shall be provided in all buildings. Such telephones are not to be used for long distance calls unless arrangements are made through the building principal. It is recognized that physical limitations of existing buildings may limit the privacy of such facilities.

F-11 SALARY LETTER: the District shall supply the information below to Unit B employees no later than May 15 of each year. If a computer malfunction occurs, this date may be waived, but such letter shall be in the hands of teachers prior to the close of the school year.

New Salary
 Total Accumulated Sick Leave
 Total Years in the District
 Degrees and Hours on Record
 Date Next First Aid Requirement is Due
 Date Certificate has to be Renewed
 Type of Certificate Held

F-12 LEAVE ACCOUNTING: When regular reports are developed on absences requiring substitute teachers they shall be made available to the Association. Such reports shall include:

Sick Leave
 Personal Leave
 Professional Leave (BVEA days)
 District In-Service
 Administration-Initiated Meetings

SECTION G: GRIEVANCE PROCEDURE

- G-1 **DEFINITIONS:** A "grievance" shall mean a complaint by a member or group of members of Unit B that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, or of any policy concerning terms and conditions of employment. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee or in case of dismissal procedures or other matters governed solely by the Employment, Dismissal and Tenure Act of 1967 as it now exists or may hereafter be amended.
- G-1.1 The written grievance shall refer specifically to the provisions(s) of this Agreement or policy as referred to in G-1.1, which it is alleged has been violated, misinterpreted or unreasonable or inequitably applied and shall specify the remedial action requested. A grievance which does not contain this information may be summarily denied.
- G-1.2 A "grievant" is the employee or employees in Unit B making the claim.
- G-1.3 A "party in interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.
- G-1.4 "Day" or "days" where used in this Grievance Procedure shall mean, unless otherwise indicated, working days for members of Unit B.
- G-1.5 "LEVEL" as used in this Grievance Procedure shall mean the separate and distinct stages to be followed in sequential order in the processing of grievances.
- G-1.6 "Association" where used in this Grievance Procedure shall mean the recognized negotiating organization for Unit B.
- G-2 **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may, from time to time, arise. Both parties to this Agreement agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- G-3 **PROCEDURE:** Grievances should be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and a good faith effort shall be made to expedite the process. The time limits may be extended by mutual agreement. No grievance shall be recognized by the Association or the Board of Education unless it shall have been presented at the appropriate level within fifteen (15) days after the aggrieved knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered waived. If a grievance is filed which might not be finally resolved at LEVEL FOUR under the time limits set forth herein prior to the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.
- G-3.1 If, in the judgment of the Association, a grievance affects a group of Unit B members and two or more principals or no principal, the Association may submit such a grievance in writing to the appropriate level executive

director or assistant superintendent and the processing of the grievance shall begin at LEVEL TWO.

- G-3.2 No grievance may be filed regarding any matter for which the method of review is prescribed by law or in which the Board of Education is without authority to act.
- G-3.3 Neither the Board of Education nor any member of the administration will take reprisals of any nature against any grievant, party in interest, Association representative, or any other participant in the Grievance Procedure because of participation in the Grievance Procedure.
- G-3.4 During the processing of a grievance through the various levels of the procedure, timely filing must be made or the grievance will be considered waived.
- G-3.5 If a member of Unit B elects to pursue any legal or statutory remedy for a grievance, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this Grievance Procedure.
- G-3.6 All written or printed matter dealing with any grievance will be filed separately from any other records maintained by the District and will not become a part of the personnel file of any grievant.
- G-3.7 The Board of Education will make available to any aggrieved person and/or representative(s) all pertinent information not privileged under law in its possession and control and which is relevant to the issues raised by the grievance.
- G-3.8 The rights and professional reputation of all parties in interest are to be protected by all means possible and the interruption of classroom activities and the involvement of students are to be avoided wherever possible in all phases of the Grievance Procedure.
- G-3.9 The filing or pendency of any grievance shall in no way operate to interfere with the right of the Board of Education and/or the administration to continue the contested action.
- G-3.10 When it is necessary for employees of the District to attend a meeting or hearing called to resolve a grievance, such employees shall be provided released time without loss of pay for such time as their attendance is required at such meeting or hearing subject to the following limitations:
 - Level One -The grievant, and if requested, one Association representative and/or not more than one other employee.
 - Level Two -The grievant, the Association representative and not more than two other employees.
 - Level Three -The grievant, the Association representative and not more than two other employees.
 - Level Four -The grievant, the Association representative and such number(s) of other witnesses as may be mutually agreed to by both parties.

Notification to such employees' immediate supervisor will be made by the appropriate level administration. Necessary arrangements will be made to avoid interruption of the regular school duties of such employee(s).

- *G-4 **INFORMAL:** A grievance will first be discussed with the aggrieved person's immediate supervisor with the objective of resolving the matter informally. The aggrieved person (1) may discuss the grievance personally, (2) may request that the Association's representative or some other person be in attendance or, (3) may request that the Association's representative or some other person act in the grievant's behalf.
- *G-5 **LEVEL ONE:** If not resolved informally, the grievant may file the grievance in writing with the immediate supervisor. The written grievance will state the nature of the grievance, the provision(s) of the agreement or any policy concerning terms and conditions of employment allegedly violated, and the relief requested. The immediate supervisor will provide a written answer and the basic reason(s) therefore to the grievance within five (5) days and will provide a copy of that decision to the Association, the grievant, the Executive Director of Personnel and Employee Relations, and the appropriate assistant superintendent.
- G-6 **LEVEL TWO:** If the grievance has not been resolved at LEVEL ONE, it may be appealed in writing by the Association to the appropriate level Executive Director or assistant superintendent within five (5) days after receipt of the written decision from LEVEL ONE.
 - G-6.1 The Executive Director or assistant superintendent and/or representative(s) will meet with the aggrieved person and/or representative(s) within five (5) days of the receipt of the written grievance from the Association in an effort to resolve the grievance.
 - G-6.2 Within five (5) days after hearing the grievance, the Executive Director or assistant superintendent will render a written decision including the basic reason(s) therefore and either present it or send it by U.S. mail to the Grievant and to all parties in interest officially present at the hearing, as well as to the President of the Association.
- G-7 **LEVEL THREE:** If the grievance has not been resolved at LEVEL TWO, or if no decision has been rendered in writing within five (5) days after the hearing, and the Association deems to do so, the grievance may be appealed to the Superintendent within five (5) days after receipt of the written decision or the five (5) day period in which no decision was rendered.
 - G-7.1 The Superintendent and/or representative(s) will meet with the grievant and/or representative(s) within ten (10) days after receipt of the written grievance in an effort to resolve the grievance.
 - G-7.2 Within ten (10) days after hearing the grievance, the Superintendent or his/her representative will render a written decision including the reason(s) therefore and either present it or send it by U.S. mail to the Grievant and to all parties in interest officially present at the hearing, as well as to the President of the Association.
- G-8 **LEVEL FOUR:** If the grievance has not been resolved at LEVEL THREE, or if no decision has been rendered in writing within ten (10) days after the Superintendent

or his representative heard the grievance, and the Association deems to do so, the Association may demand arbitration. Such demand must be made within ten (10) days after receipt of the Superintendent's or his representative's response or the ten (10) day period of no response. Within ten (10) days of the demand for arbitration, the Board and/or representative(s) and the Association and/or representative(s) will select an arbitrator. In the event the parties are unable to agree on an arbitrator, selection shall be made in the manner provided by the current Negotiations Procedure for selecting a mediator.

- G-8.1 The arbitrator will have the authority to hold hearings and make procedural rules. All hearings held by the arbitrator shall be in closed sessions and no news release shall be made concerning progress of the hearings.
- G-8.2 The arbitrator will submit a written report not more than fifteen (15) days after the last hearing date or if hearings have been waived, not more than fifteen (15) days after receipt of briefs filed in the case. Copies of the report will be sent to the Association, the Board of Education and the Grievant and will set forth findings of fact, reasoning, conclusions and recommendations on the issues(s) submitted. The arbitrator shall not amend, take away, add to, or change any of the provisions of this Agreement and may consider only the issue(s) submitted in writing by the Board and the Association. The arbitrator's decision(s) shall be based solely on the interpretation of the terms of this Agreement and shall be advisory only and binding neither on the Association nor the Board of Education.
- G-8.3 Within ten (10) days of the receipt of the arbitrator's report, a meeting between Association and Board representatives will be held to discuss the report. No public release may be made until after such meeting.
- G-8.4 The Board shall take official action on the report of the arbitrator not later than at the next regularly scheduled meeting of the Board subsequent to the meeting described in G-8.3.
- G-8.5 The costs for the services of the arbitrator, including per diem expenses, necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.
- G-8.6 Either party may request that an official stenographic record of the testimony at the hearings be made. The party requesting such record shall pay the costs thereof except that if the other party shall request a copy of any transcript, it shall share the entire cost of making the stenographic record.

SECTION H: ADVISORY COUNCIL

- H-1 **TEACHERS' ADVISORY COUNCIL:** The Teachers' Advisory Council shall continue for the purpose of improving communications and providing an opportunity for the discussion of items of concern to teachers and to the administration.
- H-1.1 The function of the Council is advisory. As a result of agenda items discussed; the Council shall make recommendations to the Superintendent of Schools, deputy superintendent, or appropriate assistant superintendent for their consideration.
- H-1.2 The Council shall be composed of 11 members of Unit B and 4 administrators; 4 elementary classroom teachers, 4 secondary classroom teachers, and 3 specialists, of which one must be a Special Education Specialist; 1 elementary principal, 1 secondary principal, 1 central office administrator, and the Superintendent of Schools or his designee. The Association vice-president shall serve as an ex-officio member. Such membership to be effective September 1, 1977.
- H-1.3 Teacher members of the Council shall be selected by the organization representing Unit B for a 2 year term. The term of Unit B members shall be staggered so that approximately 50% of the members carry over from one year to the next.
- H-1.4 The Chairperson of the Teachers' Advisory Council shall be elected by the Council from the teacher membership. The operating rules shall be established by the Council.
- H-1.5 Meetings shall be held once monthly September through May according to the schedule set by the current members of the Council and the Superintendent. Meeting dates may be changed or additional meetings scheduled when necessity requires, by mutual agreement.
- H-1.6 Items for the agenda are to be written and mailed to the Council chairperson and the Superintendent for inclusion on the agenda. Minutes will be kept and distributed appropriately. The Council shall consider only those items that have not been or cannot be resolved through proper administrative channels. Items shall not be included on the agenda if they are in the process of negotiations or in any step of the grievance procedure. The fact that any item is on the agenda or has been considered by the Council does not mean that it cannot also be proposed for the negotiations package by either the Board or the negotiating unit. Items may be added to the agenda at any meeting by majority vote of the Council.
- H-1.7 The administration shall respond to the Council on the status of any recommendation made by the Council within 20 days or at the next regularly scheduled Council meeting, whichever is first.
- H-1.8 Agenda items may be submitted by a certificated employee or group of certificated employees providing the item or items meet the qualifications for the agenda as established above.

- H-1.9 Inquiries concerning duplication of record lists or the gathering of data where administrative guidance might be needed should be submitted to the appropriate department head in writing, with a copy to the Superintendent. The department head shall within five (5) days respond to the inquiry in writing, either supplying the information or indicating what would be involved in obtaining the information and suggesting a time and procedure.

SECTION I: PROFESSIONAL RELATIONSHIPS

- I-1 **FACULTY AFFAIRS COMMITTEE:** If a building faculty established a Faculty Affairs Committee, the principal shall attend meetings when requested by the committee (given adequate notice) and respond to questions and recommendations posed by the committee.
- I-2 **BUILDING AND REMODELING PLAN:** Professional personnel affected by new facilities shall be represented on advisory planning committees. Teachers may recommend to the appropriate assistant superintendent a committee of representatives from among their number to serve on these committees. The assistant superintendent will select at least two thirds of the teacher members for each such committee from the list submitted. The teachers serving on such committees shall be given released time as determined by the assistant superintendent to perform duties related to the committee's work. Final plans and specifications shall be available to the committee for review and recommendations. Before final approval by the Board of Education, the assistant superintendent shall meet with the committees to consider their questions and recommendations concerning the final plans, and shall inform the Board of them. It is understood that recommendations from such committees are advisory only.
- I-3 **SCHOOL VISITATION:** Principals and counselors shall confer with the teacher before scheduling parent conferences, except in cases of emergency.
 - I-3.1 A teacher at his/her discretion may bar a visitor from his/her classroom until a conference is held with the principal. This provision is not intended to discourage parents of children in a classroom from visiting the classroom.
- I-4 **OTHER MATTERS:** Teacher concerns not covered in Section G-1 should be discussed with the principal or appropriate supervisor and then may be filed with the Association, and the Association shall have the right to meet with the appropriate principal or supervisor in an effort to resolve the issue.

SECTION J: FUTURE CONFERENCE AND TERM

J-1 This Agreement shall be in full force and effect from its execution to and including December 31, 1983. Further, this Agreement shall automatically continue in full force and effect annually from year to year unless either of the parties hereto shall terminate the same in accordance with the procedures outlined in J--2.

J-1.1 If either party shall desire to change any of the provisions of this Agreement, it shall give written notice as outlined in B-3.

J-1.2 If the parties have not reached an agreement on or before the end of the Contract or reopening term, all provisions of this Agreement shall remain in effect unless specifically terminated in accordance with the following procedure.

J-2 **TERMINATION OF AGREEMENT:** Ten (10) or less days prior to the termination date of this Agreement on the first anniversary date or at any time thereafter, if no Agreement on the questions at issue has been reached, either party may give written notice to the other party terminating the Agreement in not less than ten (10) days after receipt of notification by registered mail. Such notice shall state the date and hour of such termination. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an Agreement shall be continued.

J-2.1 If the parties have failed to resolve their differences by the specified date, all obligations under this Agreement are automatically cancelled.

ACCEPTED AND APPROVED

ACCEPTED AND APPROVED

Boulder Valley Education
Association, representing
the teachers of Boulder
Valley School District
Re2J

Board of Education of the
Boulder Valley Schools

by: *Therese Henderson*
President
BOULDER VALLEY EDUCATION
ASSOCIATION

by: *John D. Hood*
President
BOARD OF EDUCATION
BOULDER VALLEY SCHOOL
DISTRICT NO. Re-2

DATE Feb. 9, 1983

DATE Feb 8, 1983

ADDENDUM

LIMITED TERM OR TEMPORARY CONTRACT:

Limited term or temporary contracts will be used at the careful discretion of the administration. Under normal circumstances their primary uses will include:

1. Contractual arrangements for all individuals employed in less than a full-time basis.
2. Contractual arrangements for individuals employed to replace a member of Unit B who is on a leave of absence.
3. Contractual arrangements for members of Unit B employed on or after the first day of the school year.
4. Contractual arrangements for members of Unit B employed to serve in a state, federal, or specially funded project and/or pilot program.
5. Contractual arrangements for members of Unit B employed in a building where a known staff reduction must be made at the beginning of the succeeding school year. These positions will be identified by the Executive Director of Personnel and Employee Relations who will notify the BVEA of this status prior to the filling of the position.

When limited term or temporary contracts are used the following conditions shall govern:

1. Time accumulated by teachers employed pursuant to a temporary or listed term contract will count for the acquisition of tenure, provided that such accumulated time would otherwise qualify the teacher for tenure.
2. Teachers employed on a temporary basis will have their employment expire at the end of the term set forth within the temporary or limited term contract. Thus teachers so employed will waive the right to automatic renewal unless they are completing their third year of qualified employment.
3. Once a member of Unit B receives regular contract status, their seniority shall originate from the date of the original hire, including the time on temporary contract, providing the service is not interrupted.

Employees who are hired under limited term contracts and who distinguish themselves by outstanding performance shall receive priority consideration for regular teaching positions in the District.



6178-0086184F008-04

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



830443

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

August 27, 1984.

OCT 25 1984 - R

Office of the President
Boulder Valley Education Association
3060 Walnut Suite 208
Boulder, Colorado 80303

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): covering your Board of Education
School District Re 2j Professional Employees with National Education Association. The
agreement we have on file expired December 1982.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage
schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without
change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or
public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1250
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business TEACHERS
4. If your agreement has been extended, indicate new expiration date _____

PAT SMART, PRESIDENT
Your Name and Position

3060 WALNUT, SUITE 208
Address

303 427-8339
Area Code/Telephone Number

BOULDER CO 80301
City/State/ZIP Code